



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

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No. 16] NEW DELHI, SATURDAY, APRIL 18, 1970/CHAITRA 28, 1892

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि वह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के प्रसाधारण राजपत्र 18 मार्च, 1970 तक प्रकाशित किए गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 18th March 1970.—

Issue No.	No. and Date	Issued by	Subject
84	S.O. 955, dated 10th March, 1970	Election Commission of India	Calling upon the elected members of the Legislative Assembly of each State or the members of the Electoral College of each Union Territory, as specified in the table there in to elect the number of members/ members against that State or Union Territory to the Council of States and appointment of dates with respect to the said election.
	एस० ओ० 955, दिनांक 10 मार्च, 1970	भारत निर्वाचन आयोग	विनिर्दिष्ट प्रत्येक राज्य की विधान सभा के निर्वाचित सदस्यों अथवा प्रत्येक संघ राज्य के निर्वाचक गण के सदस्यों से राज्य सभा के निर्वाचन की अपेक्षा करना और निर्वाचन के लिये तारीखें नियत करना।
	S.O. 956, dated 10th March, 1970	Do.	Designating certain officers as Returning officers and appointing certain officers to assist the Returning officers as specified in the table therein for the above biennial election to the Council of States

Issue No.	No. and Date	Issued by	Subject
	एस० ओ० 956, भारत निर्वाचन आयोग दिनांक 10 मार्च, 1970		राज्य सभा के द्विवार्षिक चुनाव के लिये सारणी के स्तम्भ 2 में दिये गये आफिसरों को रिटर्निंग आफिसर, तथा उसकी सहायता करने के लिये आफिसर को एस० ओ० 955 के अंतर्गत नियुक्त करना।
	S.O. 957, dated 10th March, 1970	Election Commission of India	Fixation of hours as specified in the table therein for the above biennial election to the Council of States (S.O. 955).
	एस० ओ० 957, दिनांक 10 मार्च, 1970	तदैव	राज्य सभा के निर्वाचन के लिये समय का निर्धारण करना (एस० ओ० 955)।
85	S.O. 958, dated 10th March, 1970.	Do.	Calling upon the elected members of the Legislative Assembly of the State of Haryana to elect a person to the Council of States.
	एस० ओ० 958, दिनांक 10 मार्च, 1970	तदैव	हरियाणा विधान सभा के निर्वाचित सदस्यों से राज्य सभा के लिये एक सदस्य के निर्वाचन की अपेक्षा करना।
	S.O. 959, dated 10th March, 1970	Do.	Appointment of dates for the above election to the Council of States (S.O. 958).
	एस० ओ० 959, दिनांक 10 मार्च, 1970	तदैव	राज्य सभा के लिये होने वाले उपर के निर्वाचन के बारे में तारीखें नियुक्त करना (एस० ओ० 958)।
	S.O. 960, dated 10th March, 1970.	Do.	Fixation of hours for the above election to the Council of States (S.O. 958).
	एस० 960, दिनांक 10 मार्च, 1970	तदैव	राज्य सभा के लिये होने वाले उपर के निर्वाचन के लिये समय नियत करना (एस० ओ० 958)।
	S.O. 961, dated 10th March, 1970	Do.	Designating Secretary, Haryana Vidhan Sabha to be the Returning Officer for the above election to the Council of States (S.O. 958).
	एस० ओ० 961, दिनांक 10 मार्च, 1970	तदैव	राज्य सभा के लिये होने वाले उपर के निर्वाचन के लिये हरियाणा विधान सभा के सचिव को रिटर्निंग आफिसर के रूप में पदाभिहित करना (एस० ओ० 958)।

Issue No.	No. and Date	Issued by	Subject
	S.O. 962, dated 10th March, 1970	Election Commission of India	Appointing the Deputy Secretary, Haryana Vidhan Sabha to assist the Returning Officer for the above election to the Council of States (S.O. 958).
	एस० ओ० 962, दिनांक 10 मार्च, 1970	भारत निर्वाचन आयोग	राज्य सभा के लिये होने वाले उपर के निर्वाचन के लिये रिटर्निंग आफिसर के उसके कृत्यों के पालन में सहायता करने के लिये हरियाणा विधान सभा के उप-सचिव को नियुक्त करना (एस० ओ० 958)।
	86 S.O. 963, dated 10th March, 1970	Ministry of Law.	Calling upon the elected members of the Legislative Assembly of each State or the members of the Electoral College of each Union Territory to elect the number of members specified in the table therein, against each State or Union Territory for the Council of States.
	का० आ० 963, दिनांक 10 मार्च, 1970	विधि मंत्रालय	विनिविष्ट प्रत्येक राज्य की विधान सभा के निर्वाचित सदस्यों तथा प्रत्येक संघ राज्य क्षेत्र के निर्वाचक-गण के सदस्यों से राज्य सभा के लिये सदस्यों का निर्वाचन करना।
	S.O. 1026, dated 10th March, 1970	Central Board of Direct Taxes.	The Wealth-tax (Amendment) Rules, 1970.
	एस० ओ० 1026, दिनांक 10 मार्च, 1970	केन्द्रीय प्रत्यक्षकर बोर्ड	धन-कर (संशोधन) नियम, 1970।
	83 S.O. 1027, dated 11th March, 1970.	Ministry of Information and Broadcasting.	Approval of the films as specified in the table therein.
	एस० ओ० 1027, दिनांक 11 मार्च, 1970	सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्मों को स्वीकृत करना।
	S.O. 1028, dated 11th March, 1970	Do.	Approval of the film as specified in the schedule therein.
	एस० ओ० 1028, दिनांक 11 मार्च, 1970	तद्वै	अनुसूची में दी गई फिल्म को स्वीकृत करना।
	S.O. 1029, dated 11th March, 1970	Do.	Approval of the film as specified in the schedule therein.
	एस० ओ० 1029, दिनांक 11 मार्च, 1970	तद्वै	अनुसूची में दी गई फिल्म को स्वीकृत करना।

Issue No	No. and Date	Issued by	Subject
	S.O. 1030, dated 11th March 1970	Ministry of Information and Broadcasting	Approval of the films as specified in the schedule therein.
	एस० आ० 1030, सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्म को स्वीकृत करना।	
	दिनांक 11 मार्च, 1970		
	S.O. 1031, dated 11th March, 1970	Do.	Approval of the film as specified in the schedule therein.
	एस० आ० 1031, दिनांक 11 मार्च, 1970	तदैव	अनुसूची में दी गई फिल्म को स्वीकृत करना।
89	S.O. 1032, dated 11th March, 1970	Ministry of Law	Bye-election to the House of the People from the 13-Basirhat Parliamentary Constituency in West Bengal State.
	का० आ० 1032, दिनांक 11 मार्च, 1970	विधि मंत्रालय	पश्चिमी बंगाल राज्य में 13-बसीरहाट संसदीय क्षेत्र से लोक सभा के लिये उप-निर्वाचन।
90	S.O. 1033, dated 12th March, 1970	Do.	The Registration of Electors (Amendment) Rules, 1970.
	का० आ० 1033, दिनांक 12 मार्च, 1970	तदैव	निर्वाचक रजिस्ट्रीकरण (संशोधन) नियम, 1970।
91	S.O. 1034, dated 13th March, 1970	Ministry of Food, Agriculture, Community Development and Co-operation	Application of order bearing S.O. 1958, dated 13th May, 1969 as amended by order bearing S.O. 3479, dated 29th August, 1969 and S.O. 4051, dated 27th September, 1969, upto the 31st July, 1970 to the Sabarkantha district.
92	S.O. 1035, dated 13th March, 1970	Cabinet Secretariat	The Government of India (Allocation of Business) (Seventy-eighth Amendment) Rules, 1970.
93	S.O. 1089, dated 16th March, 1970	Ministry of Industrial Development, Internal Trade and Company Affairs.	Rescission of notification No. S.C. 203, dated 18th January 1963.
	का० आ० 1089, दिनांक 16 मार्च 1970	औद्योगिक विकास, आन्तरिक व्यापार और कम्पनी कार्य, मंत्रालय	अधिसूचना सं० का० आ० 203 तारीख 18 जनवरी, 1963 को विखण्डित करना।
	S.O. 1090, dated 16th March, 1970	Do.	Rescission of notification No. S.O. 1095, dated 31st March, 1965.
	का० आ० 1090, दिनांक 16 मार्च, 1970	तदैव	अधिसूचना सं० का० आ० 1095, तारीख 31 मार्च, 1965 को विखण्डित करना।

Issue No.	No. and Date	Issued by	Subject
94	S.O. 1091, dated 16th March, 1970 एस० प्रो० 1091, दिनांक 16 मार्च, 1970।	Election Commission of India. भारत निर्वाचन आयोग	Election to the Council of States by the elected members of the Madhya Pradesh Legislative Assembly. मध्य प्रदेश विधान सभा के निर्वाचित सदस्यों द्वारा राज्य सभा के लिये निर्वाचन।
95	S.O. 1092, dated 16th March, 1970 S.O. 1093, dated 16th March, 1970 S.O. 1094, dated 16th March, 1970	Ministry of Petroleum, Chemicals and Mines and Metals, Do.] Do.]	Amendment in notification No. S.O. 4923, dated 16th December, 1969. Authorising each of the officers, mentioned therein, of the respective State Governments and of the Union Territories to exercise the powers under the Synthetic Rubber (Price Control) Order, 1969. The Synthetic Rubber (Price Control) Amendment Order, 1970.
96	S.O. 1095, dated 17th March, 1970	Collectorate of Central Excise, Calcutta & Orissa.	Delegation of powers, to the Central Excise officers mentioned in the table therein, of the powers of the "Collector" under the Produce Cess Act, 1966.
97	S.O. 1096, dated 17th March, 1970	Ministry of Food, Agriculture, Community Development and Co-operation.	Fixing the maximum prices at which vegetable oil products may be sold in the various zones.
98	S.O. 1097, dated 17th March, 1970	Central Board of Direct Taxes.	Corrigenda to notification No. S.O. 3056, dated 29th December, 1967.
99	S.O. 1098, dated 17th March, 1970 का० प्रो० 1098, दिनांक 17 मार्च, 1970	Ministry of Foreign Trade. विदेशी व्यापार मंत्रालय	Direction that Order No. S.O. 3548 dated 17th December, 1963 shall continue to have effect for a further period up to and including the 31st March, 1971 and with effect from the 1st April, 1970, the Managing Agents shall be designated as the Authorised Controller. एस० प्रो० 3548 दिनांक 17 दिसम्बर 1963 को 31 मार्च, 1971 तक जिसमें यह तारीख भी सम्मिलित है प्रभावी बनाये रखने तथा प्रबन्ध एजेंट्सों का नाम प्राधिकृत नियंत्रक होना।
100	S.O. 1099, dated 18th March, 1970	Ministry of Labour, Employment and Rehabilitation.	The Calcutta Dock Clerical and Supervisory Workers (Regulation of Employment) Scheme, 1970.

Issue No.	No. and Date	Issued by	Subject
101	S.O. 1100, dated 18th March, 1970	Ministry of Petroleum, Chemicals and Mines and Metals.	The Petroleum Products (Maintenance of Production) Order, 1970.

ऊपर लिखे वसुधायन राजपत्रों की प्रतियाँ प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुँच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi, Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Industrial Development)

ORDERS

New Delhi, the 7th April 1970

S.O. 1366/15/IDRA/70.—Whereas the Central Government is of the opinion that there has been, or is likely to be substantial fall in the volume of production in respect of cotton textiles manufactured in the industrial undertaking known as Sri Ramalinga Choodambikai Mills Ltd., Tripura (Tamilnadu), for which, having regard to the economic conditions prevailing, there is no justification.

Now, therefore, in exercise of the powers conferred by Section 15 of the Industries (Development and Regulation) Act, 1951 (85 of 1951), the Central Government hereby appoints, for the purpose of making full and complete investigation into the circumstances of the case, a body of persons consisting of:

Chairman

- (1) Shri S. Krishnamurthy.

Members

- (2) Shri M. G. Mirchandani, Director—Technical, National Textile Corporation.
- (3) Shri V. V. S. Sastry, Jt. Director Finance, National Textile Corporation.
- (4) Shri Desikan, Director, Tamilnadu Textile Corporation Ltd.
- (5) Shri L. D. Venkataraman, Deputy Director (Inspection), Office of the Regional Director, Company Law Board, Madras.

Member-Secretary

- (6) Shri M. Madurai Nayagam, Senior Enforcement Officer, Regional Office of the Textile Commissioner, Coimbatore.

New Delhi, the 9th April 1970

S.O. 1367.—In exercise of the powers conferred by section 5 of the Industries (Development and Regulation) Act, 1951 read with rule 4 of the Central Advisory Council (Procedural) Rules, 1952, the Central Government hereby appoints the undermentioned persons, to be members till the 4th March, 1972, of the Central Advisory Council of Industries established by the Order of the Government of India in the Ministry of Industrial Development, Internal Trade and Company Affairs (Deptt. of Industrial Development) No. S.O. 971 dated the 5th March, 1970, and directs that the following amendment shall be made in the said Order, namely:—

In the said Order, after entry No. 29 relating to Shri S. S. Mirajakar, the following entries shall be added namely:—

"30. Shri A. G. Kulkarni, M.P., 86, Sahajahan Road, New Delhi-11.

31. Shri Kanwar Lal Gupta, M.P., 7, Duplex Road, New Delhi-11."

[No. 1(3) Lic. Pol./69].

S.O. 1368/IDRA/5.—In exercise of the powers conferred by section 5 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rule 8 of the Central Advisory Council (Procedural) Rules, 1952, the Central Government hereby appoints Shri D. C. Kothari to be member of the Central Advisory Council of Industries till the 4th March, 1972, in place of Shri Ramnath A. Podar and directs that the following amendment shall be made in the Order of the Government of India in the Ministry of Industrial Development, Internal Trade & Company Affairs (Department of Industrial Development) No. S.O. 971 dated the 5th March, 1970, namely:—

In the said Order, for entry No. 2 relating to Shri Ramnath A. Podar, the following entry shall be substituted:—

"2. Shri D. C. Kothari, President, Federation of Indian Chambers of Commerce & Industry, Federation House, New Delhi-1."

[No. 1(3) Lic. Pol./69].

R. C. Sethi, Under Secy.

MINISTRY OF HEALTH AND FAMILY PLANNING AND WORKS, HOUSING AND URBAN DEVELOPMENT

(Department of Health)

ORDERS

New Delhi, the 8th April 1970

S.O. 1369.—Whereas by the notification of the Government of India in the late Ministry of Health No. 5-10/59-MX, dated the 1st April, 1960, the Central Government has directed that the Medical qualification, M.D. granted by the University, Medical School, Chicago, Illinois, U.S.A., shall be recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Charles V. Perrill who possesses the said qualification is for the time being attached to the Creighton-Freeman Christian Hospital, Vrindaban, Uttar Pradesh for the purposes of teaching, research and charitable work.

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

(i) a period ending on the 1st July, 1970 or

(ii) the period during which Dr. Charles V. Perrill, is attached to the said Creighton-Freeman Christian Hospital, Vrindaban, Uttar Pradesh, whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F.19-1/70-MPT(B).]

S.O. 1370.—Whereas by the notification of the Government of India in the late Ministry of Health No. F.5-10/59-MX, dated the 1st April, 1960, the Central Government has directed that the Medical qualification, M.D. granted by the North Western University, Medical School, Chicago Illinois, U.S.A. shall be

recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. (Mrs.) Wilma Elizabeth Perrill who possesses the said qualification is for the time being attached to the Creighton-Freeman Christian Hospital, Vrindaban, Uttar Pradesh for the purposes of teaching, research and charitable work.

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

- (i) a period ending on the 1st July, 1970 or
- (ii) the period during which Dr. (Mrs.) Wilma Elizabeth Perrill is attached to the said Creighton-Freeman Christian Hospital, Vrindaban, Uttar Pradesh, whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F. 19-1/70-MPT(A).]

S.O. 1371.—Whereas by the notification of the Government of India in the late Ministry of Health No. 16-46/61-MI, dated the 23rd July, 1962, the Central Government has directed that the Medical qualification, M.B.B.S. granted by the University of Queensland, Brisbane, Australia shall be recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. B. F. C. Smith who possesses the said qualification is for the time being attached to the Mission Hospital, Thiruvalla (Kerala) for the purposes of teaching and charitable work;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (i) of section 14 of the said Act, the Central Government hereby specifies,—

- (i) a period of two years from the date of publication of this order in the Official Gazette, or
- (ii) the period during which Dr. B. F. C. Smith is attached to the said Mission Hospital, Thiruvalla (Kerala) Whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F.19-48/69-MPT.]

R. MURTHI, Under Secy.

MINISTRY OF FINANCE

(Department of Banking)

New Delhi, the 18th March 1970

S.O. 1372.—Statement of the Affairs of the Reserve Bank of India, as on the 6th March, 1970

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid Up	5,00,00,000	Notes	4,73,98,000
		Rupee Coin	3,75,000
Reserve Fund	150,00,00,000	Small Coin	4,18,000
		Bills Purchased and Discounted:—	
National Agricultural Credit (Long Term Operations) Fund	155,00,00,000	(a) Internal
		(b) External
		(c) Government Treasury Bills	30,00,30,000
National Agricultural Credit (Stabilisation) Fund	35,00,00,000	Balances Held Abroad*	110,01,66,000
		Investments**	93,64,25,000
		Loans and Advances to:—	
National Industrial Credit (Long Term Operations) Fund	75,00,00,000	(i) Central Government
		(ii) State Governments @	130,70,72,000
		Loans and Advances to:—	
Deposits:—		(i) Scheduled Commercial Banks†	214,59,03,000
(a) Government—		(ii) State Co-operative Banks††	270,38,77,000
		(iii) Others	2,70,76,000
(i) Central Government	53,90,55,000		
(ii) State Governments	11,60,64,000		

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 6th day of March, 1970.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	14,73,98,000		Gold Coin and Bullion:—		
			(a) Held in India	182,53,11,000	
Notes in circulation	3831,12,39,000		(b) Held outside India	..	
Total Notes issued		3845,86,37,000	Foreign Securities	316,42,00,000	
			TOTAL		498,95,11,000
			Rupees Coin		64,55,21,000
			Government of India Rupee Securities		3282,36,05,000
			Internal Bill of Exchange and other commercial paper		..
TOTAL LIABILITIES		3845,86,37,000	TOTAL ASSETS		3845,86,37,000

Dated the 11th day of March, 1970.

(Sd.) L. K. JHA,
Governor.

[No. F. 3(3)-BC/70.]

K. YESURATNAM, Under Secy.

वित्त मंत्रालय

(बैंकिंग विभाग)

नई दिल्ली, 18 मार्च, 1970

एस० नो० 1372.—6 मार्च 1970 को रिजर्व बैंक ऑफ इंडिया के बैंकिंग विभाग के कार्यकलाप का विवरण

देयताएं	रुपये	भास्तियां	रुपये
चुक्ता पूंजी	5,00,00,000	नोट	14,73,98,000
भारक्षित निधि	150,00,00,000	रुपये का सिक्का	3,75,000
		छोटा सिक्का	4,18,000
राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि	155,00,00,000	खरीदे और भुनाये गये विलः—	
राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि	35,00,00,000	(क) देशी
		(ख) विदेशी
राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि	75,00,00,000	(ग) सरकारी खजाना विल	30,00,30,000
जमा रास्तियां :-		विदेशों में रखा हुआ बकाया*	110,01,66,000
(क) सरकारी		निवेश**	93,04,25,000
(i) केन्द्रीय सरकार	53,90,55,000	ऋण और ग्रन्थि :-	
(ii) राज्य सरकारें	11,00,04,000	(i) केन्द्रीय सरकार को
		(ii) राज्य सरकारों को @	130,70,73,000
(ख) बैंक		ऋण और ग्रन्थि :-	
(I) अनुसूचित वाणिज्य बैंक	161,27,11,000	(i) अनुसूचित वाणिज्य बैंकों को†	214,59,03,000
(II) अनुसूचित राज्य सहकारी बैंक	8,11,10,000	(ii) राज्य सहकारी बैंकों को††	270,38,77,000
		(iii) दूसरों को	2,70,76,000

(iii) गैर अनुसूचित राज्य सहकारी बैंक	56,96,000	राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से	
(iv) अन्य बैंक	18,99,000	ऋण, अग्रिम और निवेश :-	
		(क) ऋण और अग्रिम :-	
(ग) अन्य	161,77,33,000	(i) राज्य सरकारों को	31,75,86,090
		(ii) राज्य सहकारी बैंकों को	14,24,41,000
		(iii) केन्द्रीय भूमिबन्धक बैंकों को
देश बिल	42,76,89,000	(ख) केन्द्रीय भूमिबन्धक बैंकों के डिबेंचरों में निवेश	
		राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से ऋण	
		और अग्रिम	9,74,61,000
अन्य देयताएं	117,45,15,000	राज्य सहकारी बैंकों को ऋण और अग्रिम	5,64,54,000
		राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि से	
		ऋण, अग्रिम और निवेश :-	
		(क) विकास बैंक को ऋण और अग्रिम	6,26,71,000
		(ख) विकास बैंक द्वारा जारी किये गये बांडों/डिबेंचरों में निवेश
		अन्य आस्तियां	43,71,62,000
रूपये 977,65,15,000		रूपये 977,65,15,000	

*नकदी, भावधिक जमा और अल्पकालीन प्रतिभूतियां शामिल हैं।

**राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय औद्योगिक ऋण (दीर्घकालीन क्रियाएं) निधि में निवेश शामिल नहीं है।

①राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं, परन्तु राज्य सरकारों के अस्थायी ओवरड्राफ्ट शामिल हैं।

††रिजर्व बैंक ऑफ इंडिया अधिनियम की धारा 17 (4) (ग) के अधीन अनुसूचित प्राणिज्य बैंकों को मियादी बिलों पर अग्रिम दिये गये 71,81,65,000/रुपये शामिल हैं।

†††राष्ट्रीय कृषि ऋण (दीर्घकालीन क्रियाएं) निधि और राष्ट्रीय कृषि ऋण (स्थिरीकरण) निधि से प्रदत्त ऋण और अग्रिम शामिल नहीं हैं।

तारीख : 11 मार्च, 1970।

रिजर्व बैंक ऑफ इंडिया अधिनियम, 1934 के अनुसरण में मार्च 1970 की 6 तारीख को समाप्त हुए सप्ताह के लिये लेखा
इस विभाग

देयताएं	रुपये	रुपये	आस्तियां	रुपये	रुपये
बैंकिंग विभाग में रखे हुए नोट	14,73,98,000		सोने का सिक्का और बुलियन (क) भारत में रखा हुआ	182,53,11,000	
संचलन में नोट	3831,12,39,000		(ख) भारत के बाहर रखा हुआ	
जारी किए गए कुल नोट		3845,86,37,000	विदेशी प्रतिभूतियां	316,42,00,000	
			जोड़		498,95,11,000
			रुपये का सिक्का		64,55,21,000
			भारत सरकार का रुपया		3282,36,05,000
			प्रतिभूतियां		
			देशी विनिमय बिल और		
			दूसरे वाणिज्य पत्र		..
कुल देयताएं		3845,86,37,000	कुल आस्तियां		3845,86,37,000

तारीख 11 मार्च, 1970

लक्ष्मी कान्त झा,
गवर्नर ।

[सं० एफ० 3(3)बी० सी०/70]

के० येसुरत्नम, अनुसचिव

MINISTRY OF PETROLEUM & CHEMICALS AND MINES & METALS

(Department of Mines & Metals)

New Delhi, the 4th April 1970

S.O. 1373.—Whereas by the notification of the Government of India in the late Ministry of Steel, Mines and Metals S.O. No. 1352 dated the 20th April, 1968, under sub-section (1) of Section (4) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in lands measuring 1400 acres or 567.00 hectares (Approximately) in the locality specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto;

And whereas in respect of the said lands, no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7, the Central Government hereby specifies a further period of one year commencing from the 20th April, 1970 as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands;

BHARATPUR BLOCK

BHARATPUR BLOC

(Talcher Coalfield)

Drg. No. Rev/35/67
Dated 24-10-1967.

Sl. No.	Village	Police Station	Sub-divn.	Thana No.	Distt.	Area	Remarks
1	Lachhmanpur	Colliery	Talcher		Dhenkanal	Part	
2	Bharatpur	"	"		"	Full	
3	Nakhatapur	"	"		"	Part	
4	Baiderwar (Baideshwar)	"	"		"	Part	
5	Pabitrapur	"	"		"	Part	
6	Anantabarani	"	"		"	Part	
7	Damadarpur (Alhadnagar)	"	"		"	Part.	
8	Padmabatipur	"	"		"	Part.	
9	Dasarathpur	"	"		"	Full.	
10	Rakas	"	"		"	Part.	
11	Madupur (Alhadnagar)	"	"		"	Part.	

Total Area : 1400.00 acres (approximately)
OR : 567.00 Hectares (Approximately).

Boundary Description:

A-B—Line passes along the part common boundary of village Padmabatipur and Nakaiposi and meets at Point 'B'.

B-B/1-C—lines pass along the common boundary of villages Dasarathpur and Nakaiposi and meet at point 'C'.

C-B-D-E—lines pass along the common boundary of villages Dasarathpur and Danra Padmabatipur and Danera, Anantabarani and Danra part common boundary of village Pabitrapur and Danra (which is also the common boundary of Nandra Block (West Balanda) acquired u/s 9(1) of the Coal Act vide S.O. 3687 dated 29th November, 1962) and meet at point 'E'.

E-F—line passes through villages Pabitrapur and Balderwar (Baideswar) and meets at point 'F'.

F-G—line passes along the part common boundary of villages Anantabereni and Balderwar (Baladeswar) and meets at point 'G'.

G-H—line passes through villages Anantabereni and Lachhmanpur and meets at point 'H'.

H-I—line passes along the part common boundary of villages Bharatpur and Balanda (which is also the part common boundary of South Balanda acquired u/s 9(1) of the Coal Act *vide* S.O. No. 702 dated 18th March, 1960) and meets at point 'I'.

I-J-K-L—lines pass along the part common boundary of villages Bharatpur and Balanda, Lachhmanpur and Balanda Lachhmanpur and Nakhtrapur and through village Nakhtrapur (which is also the part common boundary of Jaganathpur Block (North Balanda) sub-block B acquired u/s 9(1) of Coal Act *vide* S.O. No. 1334 dated 24th April, 1962) and meet at point 'L'.

L-M-N—lines pass through villages Nakhtrapur, Damadarpur (Alhadnagar) and Madupur (Alhadnagar) and meet at point 'N'.

N-O-A—lines pass through villages Rakes and Padmabatipur and meet at point 'A'.

[No. F. C3-2(5)/70.]

S.O. 1374.—Whereas by the notification of the Government of India in the late Ministry of Steel, Mines and Metals S.O. No. 1353 dated the 20th April, 1968, under sub-section (1) of section (4) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in lands measuring 2305 acres or 933.53 hectares (approximately) in the locality specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto;

And whereas in respect of the said lands, no notice under sub-section (1) of section (7) of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section (7), the Central Government hereby specifies a further period of one year commencing from the 20th April, 1970 as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands.

SCHEDULE

Drg. No. Rev/39/67.
Dated 13-12-1967.

(Showing the area notified for
Prospecting).

SUB-BLOCK—'A'

PATHAKHERA BLOCK II.

Pathakhera Coalfield.

Sl. No.	P. C. No.	Village	Village No. (\$ No.)	District Tahsil	Remarks
1	23	Bagdona	453/1.	Betul	Part.
2	—	Ranipur (R.F.)	—	—	Part.

Total Area: 2227.00 acres (Approximately)
OR : 901.94 Hectares (Approximately).

Boundary Description:

A-B-C—Lines pass through villages Bagdona and Reserved forest and meet at point 'C'.

G-D-E-F-G-H-I—Lines pass through Reserved forest (along the part common boundary of Pathakhera Mine-I) and meet at point 'I'.

I-J—Line passes through Reserved forest (along the part common boundary of Gogri Block, notified u/s 4(1) of the Coal Act) and meets at point 'J'.

J-K—Line passes along the part left bank of Town Nala and meets at point 'K'.

K-L—Line passes along the common boundary of the village Sovapur and Reserved forest and meets at point 'L'.

L-M—Line passes along the part common boundary of village Bagdona and Reserved forest and meets at point 'M'.

M-N-A—Lines pass through village Bagdona and meet at starting point 'A'.

SCHEDULE

SUB-BLOCK 'B'.

Sl. No.	P. C. No.	Village	Village No. (S. No.)	District & Tahsil	Area	Remarks
1	—	Ranipur (R. F.)	—	Betul	Part.	

Total Area : 78.00 acres (approximately)

OR : 31.59 Hectares (Approximately).

Boundary Description:

O-P—Line passes through Reserved forest (along part common boundary of Pathakhera Mine-I) and meets at point 'P'.

P-Q—Line passes through Reserved forest (along the part common boundary of Gogri Block notified u/s 4(1) of the Coal Act) and meets at point 'Q'.

Q-R—Line passes through Reserved forest (along the part common boundary of Gogri Block notified u/s 4(1) of the Coal Act) and meets at point 'R'.

R-O—Line passes through Reserved forest (along part common boundary of Pathakhera Mine-I) and meets at starting point 'O'.

[No. F. C3-2(6)/70.]

K. SUBRAHMANYAN, Under Secy.

(Department of Petroleum)

New Delhi, the 4th April 1970

S.O. 1375.—Whereas by a notification of the Government of India, in the Ministry of Petroleum and Chemicals and Mines and Metals S.O. No. 4721 dated 11th November, 1969 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the Right of User in the lands specified in the schedule appended to that notification for the purpose of laying pipelines.

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, whereas, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

For laying pipeline from D.S. No. NKG (Kadi-7) to Kadi-1, Well head installation.

State—Gujarat

District—Mehsana

Taluka—Kadi

Village	S. No.	Hectare	Are	P. Are.
CHARASAN	49	0	40	47
	50/1 & 2	0	03	50
	51	0	13	15
	52	0	08	50
	52/1	0	13	15
	55	0	00	75
	53	0	10	12
Cart Track		0	00	50
	22		12	14

पेट्रोलियम तथा रसायन और खान तथा धातु संत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 23 जनवरी 1970

फा० आ० सं० 426.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कलोल तेल क्षेत्र में व्ययत स्थल कुआं संख्या के 129 से जी० जी० एस० 6 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए और ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतदुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः, अब, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ।

3. उक्त भूमि में हितबद्ध कोई व्यक्ति उक्त भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी गुजरात पाइपलाइन (तेल तथा प्राकृतिक गैस आयोग) के कार्यालय, बड़ौदा के पश्चिमी क्षेत्र, शेड नं० 27 मकरपुरा रोड, सेंट्रल वर्कशाप के पास बरौदा-4 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा । ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट : यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

कुआं संख्या 129 (के एच यू) से जी० जी० एस० VI तक पाइपलाइन बिछाने के लिये

राज्य—गुजरात

जिला—महसाना

तालका—काडा

गांव	सर्वेक्षण संख्या	हेक्टर	आर०	पी० आर०
जुलासन	539	0	3	05
	540	1	0	37
	554/5	0	2	93
	554/4	1	0	17
	554/3	0	3	54
	554/2	1	3	18
	554/1	0	0	50
	557	0	6	95

का० प्रा० सं० 427.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नवागांव तेल क्षेत्र में जी० जी० एस० II से फ्लेयर प्वाइंट तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए और ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः, अब, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ।

3. उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी गुजरात पाइपलाइन (तेल तथा प्राकृतिक गैस आयोग) के कार्यालय, बरौदा के पश्चिमीक्षेत्र, शेड नं० 27 मकरपुरा रोड, सैन्ट्रल वर्कशाप के पास बरौदा-4 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा । ऐसा आक्षेप करने वाला हर व्यक्ति विनिविष्टः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फतः ।

अनुसूची

नवागांव तेल क्षेत्र में जी० जी० एस० II से फ्लेयर प्वाइंट तक पाइपलाइन बिछाने के लिये

राज्य—गुजरात		जिला—केरा	तालुका—मातर		
गांव	सर्वेक्षण संख्या	हेक्टर	आर०	पी०	आर०
काठवाडा	388	0	6		75
	405	0	10		12
	406	0	4		57
	407	0	1		25
	409	0	2		75
	408	0	7		63

[सं० 20/3/67-आई० ओ० सी०/लेबर एण्ड लजिस]

नई दिल्ली, 27 जनवरी 1970

का० प्रा० सं० 428.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कलोल तेल क्षेत्र में व्यवधान स्थल कुआं संख्या 128 के जे० जी० से जी० जी० एस० 4 तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए और ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः, अब, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

3. उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, गुजरात पाइपलाइन (तेल तथा प्राकृतिक गैस आयोग) के कार्यालय, बरौदा के पश्चिमी क्षेत्र शेड नं० 27 मकरपुरा शेड, सैन्ट्रल वर्कशॉप के पास बरौदा-4 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा। ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची 1

कुआं संख्या 128 (के जे जी) से जी जी एस 4 तक पाइपलाइन बिछाने के लिये

राज्य—गुजरात

जिला—मेहसाना

तालुका—कलोल

गांव	सर्वेक्षण संख्या	हैक्टर	आर०	पी०आर०
बामासाना	700/1	0	8	72
	701	0	11	20
	702	0	13	61
	703/1	0	0	91
	बी० पी० कार्टे ट्रैक	0	0	78
	823	0	14	11
	826	0	11	12
	828/2	0	2	90
	827	0	3	25
	828/1	0	11	70
	887	0	9	00
	884	0	9	46
	890/1	0	1	52
	884	0	2	78
	895/2	0	8	84
	883	0	12	48

[सं० 20/3/67-आई० ओ० सी०/लेबर एण्ड लेजिस]

का० आ० सं० 429.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कलोल तेल क्षेत्र में व्ययन स्थल कुआं संख्या के-65 से जी० जी० एस० 4 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई

जानी चाहिए और ऐसी लाइनों को बिछाने के प्रयोजन लिये एतदुपायबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः, अब, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962: (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

3. उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी गुजरात पाइपलाइन (तेल तथा प्राकृतिक गैस आयोग) के कार्यालय बरौदा के पश्चिमी क्षेत्र शेड नं० 27 मकरपुरा रोड, सैन्ट्रल वर्कशाप के पास बरौदा-4 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा। ऐसा आक्षेप करने वाला हर व्यक्ति विनिविष्ट : यह भी कथन करेगा कि क्या वह यह चाहता कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

क्रमां संख्या क-65 स जी० जी०एस-4 तक पाइप लाइन बिछाने के लिये अर्जन की जाने वाली भूमि
राज्य—गुजरात जिला—मेहसाना तालुका—कलोल

गांव	सर्वेक्षण संख्या	हैक्टर	अर०	पी० अर०
आईसन्य	388/1	0	3	51
	388/2	0	4	94
	389	0	10	40
	वी० पी० कार्ट ट्रैक	0	0	74
	401	0	3	51
	वी० पी० कार्ट ट्रैक	0	1	39
	218	0	1	50
	216/4	0	11	36
	213	0	11	68
	212	0	6	65
	1009	0	10	57
	1010	0	10	27
आमासना	1005/2		7	02
	999	0	1	52
	989/2	0	10	79
	989/1	0	2	01
	990/1		00	50
	1001	0	12	26
	1000	0	11	96
	992/2	0	1	76
	999	0	9	91
	998	0	13	52

गांव	सर्वेक्षण संख्या	हैक्टर	आर०	पी० आर०
	बी० पी० कार्ट ट्रेक	0	2	28
	926	0	7	78
	925	0	3	47
	927/2	0	3	35
	924	0	5	94
	925	0	9	66
	बी० पी० जल टैंक			
	906	0	6	50
	906/2	0	6	24
	907	0	12	68
	बी० पी० कार्ट ट्रेक	0	0	55
	901/1	0	6	11
	900	0	11	83
	899	0	2	60
	897/1/2	0	0	52
	898	0	8	91
	894	0	5	20

[संख्या 20/3/67-आई० ओ० सी० लेबर एण्ड लेजिस]

यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कलोल तेल क्षेत्र में व्ययन स्थल कुआँ संख्या के-92 (के एच इ से जी जी एस 1) तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए और ऐसे लाइनों के बिछाने के प्रयोजन के लिए एतदुपाय अन्तर्गामी में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः, अब, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एत द्वारा घोषित किया है ।

3. उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, गुजरात पाइपलाइन (तेल तथा प्राकृतिक गैस आयोग) के कार्यालय, बड़ौदा के पश्चिमी क्षेत्र, शैड नं० 27, मकरपुरा रोड सैन्ट्रल वर्कशॉप के पास बड़ौदा-4 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा । ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट : यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत : हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

कुआ संख्या 92(के एच इ) से जी जी एस-1 तक पाइपलाइन बिछाने के लिए

राज्य—गुजरात

जिला—गांधी नगर

तालुका—गांधी नगर

गांव	सर्वेक्षण संख्या	हेक्टर	आर०	पी० आर०
सरथा	663/3	0	4	15
	716	0	48	19
	719	1	26	74

[सं० 20 (3)/67-आई० ओ० सी०/लेबर एण्ड लेजिस]

का० आ० सं० 431.—यतः पेट्रोलियम पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम तथा रसायन खान तथा धातु मंत्रालय की अधिसूचना का०आ०सं० 4722 तारीख 11-11-69 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमिओं के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया है।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और उस धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी विलंगनों से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

सानन्द-15 से फलेयर प्वाइंट तक पाइपलाइन बिछाने के लिए अर्जित की जाने वाली

भूमि की अनुसूची

राज्य—गुजरात

जिला—मेहसाना

तालुका—कलोल

गांव	सर्वेक्षण संख्या	हेक्टर	आर०	पी० आर०
नसमेड	88/1	0	5	46

[सं० 20/3/67-आई० ओ० सी०/लेबर एण्ड लेजिस]

नई दिल्ली, 29 जनवरी 1970

का० ग्रा० सं० 432.—यतः पैट्रोलियम पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम तथा रसायन और खान तथा धातु मंत्रालय की अधिसूचना का० ग्रा० सं० 3374 तारीख 2-8-69 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया है।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में सभी विलंगमों से मुक्त रूप में इस घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

जी० जी० एस० 3 से फ्लेजर प्वाइंट तक पाइपलाइन बिछाना

राज्य—गुजरात	जिला—मेहसाना	तालुका—काडी		
गांव	सर्वेक्षण संख्या	हैक्टर	आर०	पी० आर०
अम्बवपुरा	119	0	3	64
	119	0	6	48

[सं० 20/3/67—आई० ओ० सी० लेबर एण्ड लेजिस]

म० वे० शिव० प्रसाद राव
अवर सचिव।

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 3rd April 1970

S.O. 1376.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the Cantonment Board, Dinapore and their workmen, which was received by the Central Government on the 25th March, 1970.

OFFICE OF THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 3 AT DHANBAD

REFERENCE No. 36 of 1969

PARTIES:

Employers in relation to the Cantonment Board, Dinapore.

AND

Their workmen.

PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

APPEARANCES:

For Employers—Shri Gupteshwar Prasad, Advocate.

For Workmen—S/Shree T. K. Das, Advocate and Shri Barun Sarkar, General Secretary, Dinapore Cantonment Board Workers' Union.

Camp Patna, dated the 10th of March, 1970

INDUSTRY: Cantonment Board.

STATE: Bihar.

AWARD

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Cantonment Board Dinapore and their workmen, by its order No. 9/9/68-LRIII dated the 24th of May, 1969 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The scheduled is extracted below:—

SCHEDULE

“Whether the action of the Cantonment Board, Dinapore Patna, in reverting Shri Ram Saroop from the post of Assistant Pump Driver to the post of Khalasi, with effect from the 22nd April, 1968 was justified? If not, to what relief is the workman entitled?”

2. The Union filed written statement on 1st July 1969. Their case is that the concerned workman Sri Ram Saroop was appointed by the Cantonment Board, Dinapore on 1st November, 1956 as lower grade servant. On the 17th October, 1963 a new water tower was constructed at Anand Bazar by the Board and two posts of Assistant Pump Drivers were created to maintain water supply from this water tower at Anand Bazar. Sri Ram Saroop was promoted to the post of Assistant Pump Driver and one Sri Narain Das was appointed as Assistant Pump Driver. Subsequently Sri Narain Das died and in his place Sri Ram Khelawan was appointed and was also made permanent in that post. There was another water tower supplying water before the water tower at Anand Bazar was commissioned. In this water tower Shri Kuldip is working as Pump Driver and Sarvashri Manna Lal and Kunnu Lal were Assistant Pump Drivers. Sri Mana Lal died and in his place Shri Karendra Saw was appointed as Assistant Pump Driver and was made permanent.

3. On 22nd March, 1968 the concerned workman Shri Ram Saroop received a letter from the Cantonment Board alleging that due to careless handling by Sri Ram Saroop a Rubber Bladder of Chlorinating set of Gora Bazar water tank was damaged. He was asked to show cause within 3 days why disciplinary action should not be taken against him. On 24th March, 1968 the concerned workman Sri Ram Saroop replied to the chargesheet denying the charges. The Board did not hold any enquiry into the alleged charges and in utter violation of the principles of natural justice the Board reverted Sri Ram Saroop to the post of Khalasi by a letter dated 24th March, 1968 with effect from the 22nd of April, 1968. Sri Ram Saroop is an active member of the Union and on account of this reason he has incurred displeasure of the Board. He was discriminated and victimized by the Board for his trade Union activities. It was therefore, prayed that it may be declared that the action of the Board in reverting Sri Ram Saroop, Assistant Pump Driver to the post of Khalasi is not justified and the concerned workman Sri Ram Saroop is entitled to all emoluments, pay etc. of the Assistant Pump Driver.

4. The management has filed the written statement on the 7th of July, 1969. Their case is that the concerned workman Sri Ram Saroop was originally appointed as Lower Grade Servant from 1st November, 1966, was promoted as Assistant

Pump Driver temporarily from 4th December, 1963 on the express term that he was liable to be reverted to his original post of Khalasi without assigning any reason therefor and without any notice. Sri Ram Saroop had damaged the water supply Rubber Bladder of Chlorinating set of Gora Bazar by careless handling and accordingly Sri Ram Saroop was served with a notice dated 22nd March, 1968 to show cause for the same. His reply dated 26th March, 1968 was considered along with his past records from all angles in the best interest of the Board and it was ordered that he be reverted to his original post of Khalasi. The concerned workman Sri Ram Saroop did not possess the elementary knowledge of electricity which is essential and that during the tenure of his service, his work was found unsatisfactory. Therefore, there was no option left with the employer than to revert him to his original post of Khalasi in terms and condition of his promotion order. Therefore, according to the management the action of the Cantonment Board in reverting the concerned workman Sri Ram Saroop from the post of Assistant Pump Driver to the post of Khalasi is justified and he is not entitled to any relief.

5. The management examined five witnesses and also exhibited ten items of documents which are marked as Ext. M-1 to M-10. The Union exhibited eight items of documents and they are marked as Ext. W-1 to W-8, and also examined one witness namely WW-1 Sri Ram Saroop, the concerned workman.

6. The point for consideration is whether the management was justified in reverting Sri Ram Saroop from the post of Assistant Pump Driver to the post of Khalasi with effect from the 22nd April, 1968?

7. The concerned workman Sri Ram Saroop was appointed as a Lower Grade Servant with effect from 1st November, 1966 (*vide* Ext. M-6). He was confirmed in that post on 10th January, 1963 (*vide* Ext. W-1). He was promoted to the post of Assistant Pump Driver with effect from the 1st of December, 1963. But the post was temporary and he was liable to be reverted to the original post without assigning any reason or without any notice. On 22nd of March, 1968 he was charge-sheeted on the ground that he had committed a misconduct on 3rd March, 1968 inasmuch as the Rubber Bladder of Chlorinating set of Gora Bazar water tower was damaged by his careless handling (*vide* Ext. M-11). He replied to the charge-sheet denying the charge (*vide* Ext. W-4). In the reply to the show cause his case was that the Rubber Bladder of Chlorinating set was never handled by him and that the Rubber Bladder was never found damaged while he was on duty. According to the management Sri Ram Saroop had no knowledge of electricity which is essential for the handling of the pumping plant and that during the tenure of his service his work was found unsatisfactory. In this connection the management filed 3 items of documents *viz.* Ext. M-8, M-9 and M-10.

8. On the 3rd of September, 1964 Sri Ram Saroop was asked to show cause why the disciplinary action should not be taken against him for his being absent on 1st September, 1964 at 5 P.M. from the pumping plant (*vide* Ext. M-8). Again on 24th of January, 1967 he was asked to show cause why disciplinary action should not be taken against him for his not taking any step for repairing the Sluice valve which was badly leaking from last 10 days and water was being wasted (*vide* Ext. M-9). Ext. M-10 shows that a sum of Rs. 2 had been deducted from his pay as fine due to his unsatisfactory work.

9. WW-1 Sri Ram Saroop the concerned workman has stated in his evidence that he had not committed any misconduct in respect to chargesheet dated 3rd September, 1964 (Ext. M-8). In respect to chargesheet dated 24th January, 1967 (Ext. M-9) his case is that in that connection no enquiry was held. He however, stated that a sum of Rs. 2 was wrongly deducted from his pay. Whatever his defence may be but the fact remains that during this period the management was not satisfied with his work and had issued show cause notices against this workman several times.

10. The case of the Union is that in this case the Board did not hold any enquiry into the chargesheet. It is now well settled that where an employer had failed to make an enquiry before dismissing or discharging a workman, it is open to him to justify the action before the Tribunal by leading relevant evidence before it. In such a case the employer would not have the benefit which he had in cases where domestic enquiries have been held. The entire matter would be open before the Tribunal which will have jurisdiction not only to go into the limited questions open to a tribunal where domestic enquiry has been properly held but also to satisfy itself on the facts adduced before it by the employer whether the dismissal or discharge was justified.

11. If the enquiry is defective or if no enquiry has been held as required by the Standing Orders the entire case would be open before the Tribunal and the employer would have to justify on facts as well that its order of dismissal or discharge was proper. A defective enquiry stands on the footing as no enquiry and in either case the industrial tribunal would have jurisdiction to go into the facts and the employer would have to satisfy the tribunal that on facts the order of dismissal or discharge was proper.

12. If the domestic enquiry is irregular, invalid or improper, the Tribunal may give an opportunity to the employer to prove his case and in doing so, the Tribunal tries the merit itself. No distinction could be made between cases where the enquiry has in fact been held but it is defective and cases where no enquiry has been held. [Workmen of Motipur Sugar Factory (P) Ltd. AND Motipur Sugar Factory (Private) Ltd., 1965 (2) L.L.J., page 162].

13. If no enquiry in fact has been held by the employer the issue about the merits of the impugned order of dismissal is at large before the tribunal and on the evidence adduced before it, the tribunal has to decide for itself whether the misconduct alleged is proved and if yes, what would be proper order to make. In such a case the point about the exercise of managerial functions does not arise at all.

14. In this case the management has examined 5 witnesses before me. MW-1 is Sri Sidheshwer Prasad, Head Clerk of the Dinapore Cantonment Board. He has stated in his evidence that on 22nd March, 1968 the concerned workmen were charge-sheeted for having damaged the rubber bladder of the chlorinating set and that he submitted his explanation to the chargesheet which was not found satisfactory and the concerned workman was reverted to the original post of Khalasi with effect from 22nd April, 1968. MW-2 is Jagmohan Sinha. He is in-charge of the entire water works in the Cantonment Board since January, 1968. He has stated in his evidence that on 3rd March, 1968 he was informed that the chlorinating plant was not working. He accordingly deputed Head Pump Driver Kuldip and Tribeni Mishra, plumber to go to Anand Bazar and make an enquiry into the matter and a report was made that the chlorinating set was damaged due to negligence of Sri Ram Saroop, Assistant Pump Driver. MW-3 is Sri Kuldip, Head Pump Driver of the Cantonment Board. He is working since 1940 in the Cantonment Board. He has stated in his evidence that the chlorinating set was examined in presence of the concerned workman Sri Ram Saroop and that at that time the concerned workman was on duty. The damage was due to negligence of Sri Ram Saroop. MW-4 is Sri Tribeni Mishra, the Plumber. He has stated in his evidence that on 3rd March, 1968 he went to Anand Bazar water tower and on examination he found that the rubber bladder was damaged. At the time of examination Sri Ram Saroop was present there and that the damage took place when Sri Ram Saroop was on duty. MW-5 is Sri Ram Khelaban. He has stated in his evidence that on 3rd March, 1968 he was on duty at Anand Bazar water tower in the 2nd shift from 2 P.M. to 10 P.M. He further stated that on that date he went to Anand Bazar water tower at 1.30 P.M. where he found Kuldip and Tribeni and the concerned workman examining the chlorinating machine. The chlorinating machine was found damaged and that it was damaged during the duty hour of Sri Ram Saroop, Assistant Pump Driver.

15. I find nothing in cross-examination of the aforesaid witnesses any ground for discrediting their statements. The management has satisfactorily proved that the damage in the chlorinating set was done when Sri Ram Saroop the Assistant Pump Driver was on duty on 3rd March, 1968 and that it was due to his negligence. It was further submitted before me that the concerned workman Sri Ram Saroop was not technically trained and moreover, his work was not found satisfactory. The management has a right to consider the suitability of the person to hold the position to which he had been appointed in the temporary capacity and the management is entitled for that purpose to make enquiry about his suitability. Moreover, in view of the expressed term of promotion he could be reverted to his original post of Khalasi without assigning any reason therefore, and without any notice. The concerned workman had no right to that post of Assistant Pump Driver to which he was previously promoted.

16. In this view of the case I find that the reversion of Sri Ram Saroop from the post of Assistant Pump Driver to the post of Khalasi with effect from 22nd of April, 1968 was justified and the concerned workman is not entitled to any relief.

17. This is my award. It may now be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,
Presiding Officer.
[No. 9/9/68-LRIII(I).]

S.O. 1377.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Allahabad, in the industrial dispute between the employers in relation to the Royal Exchange Assurance, Kanpur and their workmen, which was received by the Central Government on the 25th March, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT ALLAHABAD

ADJUDICATION CASE No. 3 of 1969

PRESENT:

Shri K. P. Gupta, Presiding Officer.

PARTIES:

Employers in relation to the Royal Exchange Assurance, Kanpur.

AND

Their workmen.

APPEARANCES:

For the employers.—Sri Raghvendra Singh, Labour Officer.

For the workmen.—Sri B. K. Bajpal, General Secretary, General Insurance Employees' Union, Central Zone, Kanpur.

INDUSTRY: Insurance.

Dated March 16, 1970

AWARD

By Government Notification No. 40/18/69-LRI dated 8th December, 1969, the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947):—

SCHEDULE

"Whether the management of the Royal Exchange Assurance, Kanpur is justified in terminating the services of Shri M. L. Yadav, Stenographer/Clerk with effect from the 16th July, 1969? If not, to what relief the employee is entitled?"

Both the parties have put in appearance before this Tribunal and filed their pleadings, which gave rise to no additional issue.

Finding

The parties took two adjournment for settling the dispute and ultimately they have come to terms according to which the management has agreed to pay Sri M. L. Yadav, workman concerned, a sum of Rs. 684 as an *ex-gratia* payment in full and final satisfaction of his claims including bonus. The management has also agreed to pay Rs. 459 including interest as employers' contribution towards Provident Fund and thus the total Provident Fund amounts to Rs. 918. As the above terms of settlement have been found to be quite reasonable, the Tribunal has accepted the settlement.

In view of the above, the award of the Tribunal is that the employers will pay Rs. 684 to Sri M. L. Yadav in full and final satisfaction of all his claims including bonus and the total Provident Fund, which amounts to Rs. 918 including interest and employers' contribution will also be paid to him under a separate receipt. In the circumstances, the parties are directed to bear their own costs.

The 16th March 1970.

(Sd.) K. P. GUPTA,
Presiding Officer.
[No. F.40/18/69-LRI.]

New Delhi, the 7th April 1970

S.O. 1378.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the National and Grindlay's Bank Limited and their workmen represented by the U.P. Bank Employees Union, Kanpur which was received by the Central Government on the 1st April, 1970.

AWARD

In the matter of arbitration in an industrial dispute between the management of the National and Grindlays Bank Ltd., Kanpur and their workmen represented by the U.P. Bank Employees Union, Kanpur over alleged wrongful withdrawal *vide* Bank's letter dated 20th August 1969 of the present practice of night refreshment allowance paid in cash on each half-yearly closing to its workmen.

PRESENT:

Shri V. P. Gupta, Regional Labour Commissioner (Central), Kanpur.

ARBITRATOR.

Representing the management.—(1) Shri M. S. Bala of Central Office, Calcutta.

(2) Shri W. G. Whitehead, Manager, Kanpur Branch.

National and Grindlay's Bank Limited.

Representing the workmen.—(1) Shri Harmangal Prasad, Secretary.

(2) Shri S. N. Chakravarty, Vice-President, U.P. Bank Employees Union, Kanpur.

1. By a written agreement dated 23rd October 1969 representatives of the employers (management) and the representatives of the workmen (union) agreed to refer, for arbitration by me, under the provisions of Sec. 10-A of the Industrial Disputes Act, 1947, the following specific matter in dispute between them.

"Whether the management of the National and Grindlays Bank Limited, Kanpur is justified in withdrawing *vide* their letter dated 20th August 1969, the present practice of night refreshment allowance paid in cash on each half-yearly closing to its workmen at Kanpur: If not, to what relief the workmen are entitled?"

2. The parties further agreed that the decision of the Arbitrator shall be binding on them. It was also provided that the Arbitrator shall make his award within a period of 31st March, 1970 or within such further time as is extended by mutual agreement between the parties in writing. In case the award is not made within the period afore-mentioned, the reference to arbitration shall stand automatically cancelled and the parties shall be free to negotiate for fresh arbitration.

3. The said written agreement dated 23rd October 1969 was published by the Central Government in pursuance of the provisions of sub-section (3) of section 10-A of the Industrial Disputes Act, 1947 *vide* Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Notification No. SO-4703 dated 12th November 1969 in the Gazette of India dated 22nd November 1969—Part II—Section 3 Sub-section (ii)—P. 5141-42.

4. The parties were called upon to file their written statements on the points in dispute *vide* my order dated 9th December 1969 by 25th December 1969. They were also advised to endorse simultaneously a copy of their written statement to the opposite party, who were required to furnish their counter-comments thereon so as to reach the undersigned by 5th January 1970. While the management filed their written statement on 23rd December 1969, the union requested for extension of the date for submission of the statement of their claim upto 10th January 1970. The request was granted. The statement of the union was received on 13th January 1970. The counter-comments of the management were received in my office on 21st January 1970. No counter-comments of the union were received until the date fixed for hearing, *viz.*, 12th March 1970 *vide* my order dated 7th March 1970.

5. During the hearing the union tracing the history of the dispute stated as follows:—

(i) The dispute originated sometimes in June, 1968 when workmen at Delhi office of the National and Grindlays Bank Ltd. somehow got the news that the employees of the National and Grindlays Bank Ltd., Kanpur were in receipt of night refreshment allowance and they, perhaps,

took up the matter with the management for similar allowance. According to the union, the dispute actually arose in December, 1968 when the Manager of Kanpur Branch of the Bank verbally informed the union representatives that he would not be in a position to make payment of the night refreshment allowance, since the powers which he had till that date in this regard were no longer in him. On the union's pointing out that any change would be illegal unless a requisite notice of change was given, the management saw its way to make payment and the closing for December, 1968 was completed. The trouble again arose in June, 1969 when joint discussions were held before the A.L.C.(C), Kanpur on 25th June 1969, as a result of which the management agreed to make payment of the night refreshment allowance as per A.L.C.'s discussions dated 28th June 1969. Since there was another agitation going on among the bank employees regarding payment of bonus by the Bank, the actual closing could not be done on 30th June 1969 and was done a few days thereafter and for the said closing the allowance was paid by the management as agreed upon. The management had given a notice on 21st June 1969 proposing to affect a change, but since the said notice was not, according to the Union, in accordance with the provisions of Sec. 9-A of the Industrial Disputes Act, 1947, the union did not take cognizance of it and refuse to do so, with the result that the management served a fresh notice of change on 20th August 1969.

- (ii) Sec. 4 of the Uttar Pradesh Dookan Aur Banijya Prathisthan Adhinyam, 1962 (hereinafter called the Shops Act) provides that any privilege, custom or usage, which has been in existence on the date on which the Act begins to apply to the establishment concerned, should not be adversely affected by the rights and privileges flowing from the Act. Though the said Act was enacted in 1962 when the management had no practice of paying night refreshment allowance, but the union felt that the aforesaid section should be interpreted in its wider sense and any privilege or concession which is given to the workmen even during the period of the operation of the Act should not be prejudicially affected.
- (iii) The management had made a point that the said payment for night refreshment was not an allowance. The union did not agree with this contention and this amount has more often than not been referred to as 'allowance' and in support the union cited joint discussions held before the ALC(C), Kanpur on 28th June, 1969.
- (iv) According to the Shops Act an employee cannot be made to work for more than 5 hours at a stretch without giving him a period of rest of atleast $\frac{1}{2}$ hour. The workmen of the Bank who report for duty at 10 A.M. are allowed a period of $\frac{1}{2}$ hour rest sometime between 3 and 3-30 P.M. and they are again allowed a period of rest of $\frac{1}{2}$ hour round-about 8-30 P.M. In between the latter rest-period they go out and take their dinner and it is specifically to defray the expenses of the said dinner that the amount received by the workmen is made use of.
- (v) The management had stated that no officer or staff is allowed any such facility. This was contradicted by the union by placing on record the General Secretary, National and Grindlays Bank Employees Union, Amritsar's letter dated 8th August, 1969. The letter, according to the union, showed that whisky was served to sub-officers of the Bank at Amritsar Branch.
- (vi) The management's contention that there is no such practice in other banks is not borne out by facts, besides being irrelevant. According to the union, their case is that whether or not other banks allow such privileges, the management of the National and Grindlays Bank Ltd., Kanpur has no justification to withdraw this night refreshment allowance, since it has become an accepted term and condition of service of the employees, of this Bank. However, the union could cite a few instances where similar facility was allowed, e.g. Allahabad Bank, Kanpur pays Rs. 90 for refreshment per closing. Chartered Bank, Kanpur—Rs. 115 per closing, Bank of Bihar Rs. 140 per closing and the United Commercial Bank—Rs. 2 per head per closing.
- (vii) The instant allowance, it was stated by the union, started with Rs. 1.50 per head and with the passage of time it rose to Rs. 7 per head, which,

obviously, shows that it was to meet the expenses of the dinner of the workman. The increase, the union claimed, was necessitated because of the rising prices. The union's contention was that not only the allowance should be allowed to stand, but also it should be increased in accordance with the increase in prices.

(viii) There has been no change in the circumstances obtaining at the time the allowance was introduced. Even at that time the management was paying overtime allowance and the management's contention that overtime allowance is the recompense for the work done by the workmen on closing-day is not relevant.

(ix) The Shops Act was not enacted after considering the conditions of service obtaining in different establishments. It was an over-all Act and section 4 cited above should be construed to cover the terms and conditions obtaining in an establishment in an over-all fashion.

6. The contention of the management was as follows:—

(i) Every Act has to be interpreted in accordance with the principles laid down by the competent courts and one of the principles is that the object of the Act has to be taken into account. The object of the Shops Act is to regulate the hours of work and holidays and, therefore, in interpreting the provisions of the said Act the conditions regarding hours of work and holidays in an establishment have to be considered as the basic issue and, as such, the saving provided under section 4 of the Act pertained to the hours of work and holidays and not in respect of other matters. Besides, Sec. 4 of the Act states clearly that it saves the conditions as obtaining on the date the Act came into force. The instant allowance was not in force when the Act came into force in 1962 and, as such, the provisions of the Act are irrelevant in this regard.

(ii) The payment on account of night refreshment on half-yearly closings in the National and Grindlays Bank Ltd., Kanpur was started in June, 1964 and continued to be paid on the scale shown in the management's statement.

(iii) The relevant period with which the Arbitrator is concerned in the instant proceedings is from June, 1964 to December, 1968, since payment in June, 1969 was made in terms of a settlement brought about by the ALC(C), Kanpur on 28th June, 1969 and payment in December, 1969 was made without prejudice to the management's right in this regard especially the fact that the dispute was referred to the Arbitrator *vide* Arbitration Agreement dated 23rd October, 1969.

(iv) The settlement dated 28th June, 1969 required the management to make the payment and the workmen to do the closing work. The workmen, however, did not do the closing work on 30th June, 1969 as was expected of them and they did it subsequently. Since closing work is a work which has to be done keeping in view the time schedule and any delay therein can cause dislocation of the whole schedule of work at the Head Office level, the workmen's not finishing the closing work on the prescribed date was no less than the non-implementation of the above-said settlement and moreover it showed that the allowance was not connected with the actual doing of the closing work.

(v) The Sastry Award was published in March, 1953 and the Desai Award in June 1962 and both these awards were prior to the introduction of the system of payment under dispute and both the awards did not cover the issue of night refreshment allowance and, as such, these awards have no relevance to the dispute under arbitration.

(vi) According to the management, closing-days are the working days for the workmen as stated in para 14.9 of the Bipartite Settlement. The management is paying the maximum overtime admissible under the Rules and they have a right to expect of the workmen to finish all the work of the Bank. The closing work cannot be said to be a work unconnected with the Bank's work and, as such, the management has a right to get it done when they are paying the maximum overtime permissible under the rules, without any extra payment.

- (vii) The reasons why the management took the step of the so-called withdrawal or revision of the existing benefit was with the objective of standardisation in all the branches of the Bank. They cited para 7 of the written statement and stated that vide notice dated 10th June, 1969 addressed to all the branches they had decided to introduce a standardised system in all the branches. They also referred to the letter dated 8th August, 1969 from Amritsar Branch (filed by the union) in support of the plea on the question of standardisation.
- (viii) The management representative stated that in the matter of terms and conditions of service, the basic principle as accepted by the competent courts is the region-cum-industry basis. He cited the case of Greaves Cotton & Co. Ltd. and others reported in LLJ-1964-Vol. I-P-342 in support of his contention. Dealing with the region-cum-industry basis he stated that the Bank of Bihar letter shows that the State Bank of India, which had taken over the Bank of Bihar did not propose to follow the practice adopted by the erstwhile Bank of Bihar. The management representative contended that the revised offer made by them vide notice dated 10th June, 1969 did not fall short of the facility available in other Banks on the basis of region-cum-industry.
- (ix) The management representative cited item 8 of the IV Schedule appended to the I.D. Act, 1947 and stated that any custom or usage is covered under that item and the instant benefit will fall within the purview of that item and, as such, the management has a right to make a change in this regard by giving due notice in compliance with the formalities laid down under section 9-A of the said Act.
- (x) The union's case for increase in the allowance was beyond the terms of reference of the Arbitrator and he has no right to go beyond the terms of reference, the management representative said.
- (xi) Replying to the union's contention that there had been no change in the conditions prevailing in 1964 and 1968, he stated that the management had in the meanwhile provided a full-fledged canteen which was not only furnished by the management but a subsidy of Rs. 6 per head per month was allowed by the management on running the canteen.

7. The union, in rebuttal, argued as follows:—

- (i) The management's contention about the object of the Shops Act was not correct, since in the preamble of the new Act reference was made to conditions of work and employment and not only hours of work and holidays, as contended by the management.
- (ii) The joint discussions held before the ALC(C), Kanpur on 28th June, 1969 did not constitute an agreement as suggested by the management. It was only a joint discussion. It contained only the ALC's views and his recommendations and no words like "it is agreed" or "the parties agree" were used therein.
- (iii) In contending that the workmen did not do closing work on 30th June, 1969, the union representative said, the management had not placed the correct position before the Arbitrator. While it is true that the union could not inform the ALC or the management on 28th June, 1969 that they would not be in a position to do closing work on 30th June, 1969, but they had informed the management immediately thereafter, viz. on 29th/30th June, 1969. The payment of the allowance was received by the workmen on 4th July, 1969 after the closing was completed.
- (iv) The management's point about the so-called standardisation was not acceptable to the union. According to them, the standardisation had to be by levelling-up and not levelling-down. In other words, it should not be at the cost of a privilege already enjoyed by the workmen. The union representatives cited the case of medical aid expenses in respect of this Bank, which called for a standardisation even as per the express provisions made in the Bi-partite settlement, but still the Tribunal, to whom the dispute was referred for adjudication did not, in its good judgment, bring the facility in line with the one obtaining in other banks. As a result, the medical aid expenses allowed to the employees of the National and Grindlays Bank Ltd., Kanpur as a result of Tribunal's Award dated 18th November, 1969 were higher than those admissible in other banks.

(v) The management's contention that the demand for increase in the night refreshment allowance was not within the terms of reference of this Arbitrator is not correct, since by all canons of social law an adjudicator or arbitrator is competent to deal with all matters incidental to the dispute. The demand for increase in the night refreshment allowance on account of rise in prices was a matter incidental to the dispute and, as such, the Arbitrator will be within his rights to decide the issue.

(vi) The principle of region-cum-industry basis referred to by the management had not been applied in so many other matters like profession tax, income-tax, medical expenses, canteen subsidy, employment of domestic servants in bank's service, pension etc. which differed from bank to bank.

(vii) The management's contention that a canteen had been set up was irrelevant since not only the workmen were availing of it, but similar facilities were made available by the Bank to their officers, who were paid amounts towards their refreshments etc. e.g. Manager is paid Rs. 250, officers—Rs. 75 and sub-officers—Rs. 45 per month. Besides, the canteen closes at 5 P.M., whereas on the date of closing the workmen continue to work till late in the night and it is not possible for the workmen to avail of the facility of canteen.

8. The management representative, on the other hand, stated as under:—

(i) Contents of the Shops Act as interpreted by the union were not agreed to by them.

(ii) It was irrelevant to cite the instances of kitchen allowance allowed to the officers of the bank, since it was not analogous to night refreshment allowance, which pertained only to half-yearly closing work.

(iii) The management did not agree to the union's contention that the proceedings before the ALC(C), Kanpur on 28th June, 1969 did not constitute an agreement. They cited ALC's letters/proceedings dated 28th June, 1969, 9th July, 1969 and 11th July, 1969 in this regard.

(iv) As regards standardisation, the Bi-partite Settlement was the first attempt at standardisation. The management representatives were at pains to point out that the State Bank of India that had taken over the Bank of Bihar had in their letter expressly stated that they did not propose to follow the practice followed by the erstwhile Bank of Bihar.

(v) Regarding the union's demand for the so-called levelling-up and levelling-down, the provisions of the I.D. Act, 1947 clearly referred to 'withdrawal' of the privilege or benefit, which clearly shows that it was a case of doing away with a practice altogether instead of substituting it by some thing else.

(vi) The canteen is managed by a canteen committee consisting of workmen only. The canteen was set up sometimes in the year 1967 and the management considered the desirability of standardisation after the canteen had run for a reasonably long time—say for a year or so.

9. I have gone into the merits of the case and considered the arguments of both the parties. I find that by and large the parties have dilated on the legality or otherwise of the management's right to stop the payment of the allowance in question. On the other hand, the dispute referred to me calls upon me to judge whether the management of the National and Grindlays Bank Ltd., Kanpur was justified in withdrawing the allowance. I am convinced that justification of an action is distinct from its legality. An action which may be legal may not be justified and similarly what is justified may not necessarily be legal. I, therefore, propose to direct my attention particularly to the justification aspect. On this account the union has stated that the amount in question is meant to defray the expenses incurred by the employees on their dinner which they are required to take on the day of closing in a restaurant or elsewhere at a place, other than their houses. They have also stated that no change has taken place in the circumstances obtaining at the time the allowance was introduced. The management has in their written statement stated that the work in question is no longer done at night by all the workmen and, therefore, there is neither a question of refreshment nor allowance in lieu of refreshment. Regarding the second they have stated that a canteen has been put up by the management in the meanwhile and they are contributing towards its upkeep and running. To my mind, the argument of the management is not very substantial. There is no denying the fact that the work involved is huge and it is to be done with urgency. The management has not stated as to when this work is actually done. The other

argument of the management has also been effectively contested by the union by stating that the canteen had been in existence for quite some time before the management decided to withdraw the allowance. They have also referred, and to mind relevantly, to the kitchen allowance allowed by the management to their officers. I quite appreciate the management's contention that the kitchen allowance is not exactly like the night refreshment allowance, since the former is paid to the officers per month, whereas the latter is admissible to the workmen only on the date of half-yearly closings. But, at the same time, I do feel that the kitchen allowance is being paid to the officers to defray the expenses on their refreshment and meals, which would, obviously, include the meals/refreshment taken by them on the day of closing also. In this context, the two items are not absolutely unrelated. The management's argument that since they were paying the maximum possible overtime admissible under the rules, and as such, they are entitled to take all the bank's work from their workmen without any extra payment, does not find favour from me. If extended to its logical conclusion, it would mean that even if there is a shortage of staff at any particular establishment, the workmen should do the work without any grudge or murmur and without expecting any increase in staff etc. I am impressed by the union's argument that, if not all, a few other banks do contribute to the refreshment of their employees on the day of their closing and I also feel that standardisation does not mean equalisation or regimentation, as has been argued by the union in citing so many other issues, which are not uniform in all banks. I find that both the parties are agreed that the Shops Act came into force in 1962 and at that time no night refreshment allowance was being paid by the management or any other expenses incurred in this regard for closing work. As such, the provisions of the Shops Act are irrelevant to the issue. During the hearing before me the management has tried to interpret the ALC's proceedings of 28th June, 1969 as a settlement, which has been controverted by the union. I find that there is distinct anomaly in the management's stand, in as much as in para 9 of their written statement dated 23rd December, 1969 the management has stated that the ALC on 28th June, 1969 expressed the opinion that *status quo* should be maintained till the case is finalised and the Bank should make half-yearly cash payment as usual and the workmen should do closing work as in the past. I fail to see how the question of ALC's opinion being expressed on 28th June, 1969 could arise if a settlement came about on that day. Further if the said proceedings constituted a settlement, there could be no occasion to hold fresh conciliation proceedings on 11th July, 1969 on the same issue. The management in their comments has also stated that the concession under reference does not amount to a right, custom or usage. If the management seriously contends as above, I do not see how they have a right to withdraw the same by issuing a notice u/s 8-A, which the management has tried to defend meticulously and successfully.

10. In this view of the matter while I have no doubt about the legality of the management's action in withdrawing the allowance by serving a notice under section 9-A of the Industrial Disputes Act, 1947, I have grave reservations about their justification to do so. I have not been able to see why the so-called standardisation was at all called for and especially after the allowance had been paid for quite a few years and the canteen had been in existence for more than a year or so. The question of justification becomes all the more relevant in the context of the fact that the Bi-partite Settlement is on its last legs and industry-wise negotiations as stated by the union in their written comments are going on to replace the Bi-partite Settlement by some other instrument. I, therefore, feel that the withdrawal of the night refreshment allowance vide management's letter dated 20th August, 1969 was not justified.

11. As regards the union's demand for an increase in the said allowance, I agree with the management that increase in the allowance falls beyond the terms of reference and, as such, I have no right to pronounce my opinion thereon.

ORDER

I award accordingly.

(Sd.) V. P. GUPTA,

Regional Labour Commissioner (Central) and Arbitrator.

[No. K-102/52/69.]

RLC's Office, Kanpur,

Dated the 28th March, 1970.

[No. 24/27/69/LR-III.]

New Delhi, the 10th April 1970

S.O. 1379.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Allahabad, in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government on the 4th April, 1970.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ALLAHABAD

ADJUDICATION CASE No. 26 of 1970

PARTIES :

Employers in relation to Allahabad Bank, 14 India Exchange Place,
Calcutta,

AND

their workmen.

PRESENT:—

Sri K. P. Gupta.—*Presiding Officer.*

APPEARANCES:—

For the employers.—Sri B. P. Saxena, and Agent, Katra Branch.

For the workmen.—Sri P. N. Tewari, State Executive Member, U.P. Bank Employees Union, Allahabad.

STATE: U.P.

Dated March 30, 1970.

AWARD

The Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) have by their order No. 23/66/69/LR-III dated 26th February, 1970 referred for adjudication to this Tribunal an industrial dispute between the employers in relation to the Allahabad Bank and their workmen in respect of the matters specified in the following schedule to the said order:—

SCHEDULE

“Whether the action of the management of Allahabad Bank in withholding Special Allowance of Sarvashri S. S. Agarwal and K. L. Ojha of the Katra Branch of the Bank for the days they remained on leave is justified? If not, to what relief are the workmen entitled?”

Both the parties have put in appearance in this Court and the statement of the claim on behalf of the workmen has been filed. The employers' representative prayed for time. But in the meantime some talk for settlement took place and the representative of the employers agreed to pay the Special Allowance to Sarvashri S. S. Agarwal and K. L. Ojha of Katra Branch, Allahabad for the days they remained on leave. But the representative of the employers has made it clear that it would not have any effect on the question whether the two workmen concerned have been holding the posts temporarily or permanently. This question of holding the posts permanently or temporarily has not been referred by the Central Government for adjudication and no award can be given on this point in the present reference particularly when the employers have agreed to pay the disputed amount. The issue is decided accordingly.

In view of the above, my award is that the employers will pay the special allowance to Sarvashri S. S. Agarwal and K. L. Ojha of Katra Branch, Allahabad for the days they remained on leave. Parties are directed to bear their own costs.

(Sd.) K. P. GUPTA, Presiding Officer.

30th March, 1970.

[No. 23/66/69/LR-III].

S. S. SAHASRANAMAN, Under Secy.

(Department of Labour and Employment)

New Delhi, the 4th April 1970

S.O. 1380.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Messrs Seetharama Mica Mine, Kalichedu, Rapur Taluk, Nellore District and their workmen, which was received by the Central Government on the 30th March, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal,
Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 3 of 1969

BETWEEN:

Workmen of M/s. Seetharama Mica Mine, Kalichedu, Nellore Dt.

AND

Employers of M/s. Seetharama Mica Mine, Kalichedu, Nellore Dt.

APPEARANCES:

Neither party appeared.

AWARD

The Government of India in its Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) had, by order No. 20/9/68-LRI dated 16th January, 1969, referred this dispute to me for adjudication. The issue as per schedule annexed to the notification is this:—

“Whether the refusal of the employers of Messrs. Seetharama Mica Mine to give employment to the workmen Tupili China Subramanyam from 8th July, 1968 is justified? If not, to what relief is the workman entitled?”

The Bharateeya Mica Mazdoor Sangh, Gudur, through its General Secretary is party to the reference. The statement of claims was filed by and under the signature of Mr. K. Venkat Subbiah, General Secretary of the Mica Mazdoor Sangh. It is stated that the employer had terminated the services of China Subramanyam, surface mazdoor, with effect from 8th July, 1968, and the same is characterised as being without proper cause and without notice. The prayer is that the employer be directed to reinstate the workman with retrospective effect and back wages. The management filed counter to say that China Subramanyam who was working as surface mazdoor had forfeited his lien on employment according to the Standing Orders of the Company by being absent from work without leave or permission continuously for more than eight days. The counter was filed by and under the signature of Mr. K. Kotiah Naidu on behalf of the Management.

2. This case stood posted for enquiry on 30th March, 1970. While so, an application is received through post to say that “since the matter is settled out of Court, the above Industrial Dispute may be dismissed without cost”. The above application is signed by Mr. K. Venkat Subbiah, General Secretary, Bharateeya Mica Mazdoor Sangh and also by Tipuli China Subramanyam who is the claimant in the case. On behalf of the Management it is signed by Mr. K. Kotiah Naidu. It will be noted that it was he who had filed the counter under his signature. It will also be noted that Mr. K. Venkat Subbiah, the General Secretary of the Sangh, had filed the statement of claims under his signature. I accept the application in question. When the parties to that supplication state therein that the “Industrial Dispute may be dismissed without cost” for the reason of the matter having been settled out of Court, it means that a dispute is not any more subsisting between the parties and that therefore ‘nil’ award may be passed.

Nil award is accordingly passed.

Given under my hand and the seal of the Tribunal, this the 24th day of March, 1970.

Sd/- M. NAJMUDDIN,
Industrial Tribunal.
[N^o 20/9/68-LR-IV.]

S.O. 1381.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri O. Maheepathi Arbitrator in the industrial dispute between the employers in relation to the management of Messrs Bikaner Gypsum Limited, Bikaner and their workmen, which was received by the Central Government on the 28th March, 1970.

ARBITRATION AWARD UNDER SECTION 10A OF THE INDUSTRIAL DISPUTE ACT, 1947.

BEFORE SHRI O. MAHEEPATHI, DEPUTY CHIEF LABOUR COMMISSIONER (CENTRAL) AND ARBITRATOR

Arbitration in the Industrial dispute,

BETWEEN

M/s. Bikaner Gypsums Ltd., Bikaner.

AND

Their workmen represented by Rashtriya Gypsum Karamchari Sangh, Jamsar.

PARTIES :

Representing Employer—Bikaner Gypsums Ltd., Bikaner—

1. Shri B. C. Mukherji, Resident Manager.
2. Shri A. K. Mukherjee, Personnel Manager.

Representing workmen—Rashtriya Gypsum Karamchari Sangh, Jamsar—

1. Shri Raman Lal, Secretary.
2. Shri Dilbagh Singh, Vice-President.

The parties above mentioned had, by an arbitration agreement dated 16th May 1969 under Section 10A of the I.D. Act, 1947 which was received by the Government on 20th June 1969 and published as S.O. No. 2921 dated 8th July 1969 in the Gazette of India, Part II Section 3 Sub-section (ii) dated 19th July 1969, agreed to refer the following dispute to my arbitration:—

“Whether the demand of the Rashtriya Gypsum Karamchari Sangh, Jamsar (Bikaner) that S/Shri Abdul Shakoor and Farida should be paid the well allowance for having worked at Well No. 3 (Tube-Well) is justified and, if so, to what relief the workmen are entitled and from what date?”

2. The arbitration agreement provided that the arbitrator shall make the award within a period of six months or such further time as is extended by mutual agreement between the parties in writing and that the decision of the arbitrator shall be binding on them. At the request of the parties time was allowed to them to file their respective statements of the case and other material. As this took time, they agreed in writing to extend the period within which the arbitrator has to give his award upto the 28th March, 1970.

3. The facts of the case are that there are three wells at the Jamsar Mines of the company, will Nos. 1 and 2 are 180 feet deep wells which are open and well No. 3 is a bore hole well operated with a submersible pump. The pumps at well Nos. 1 & 2 are fitted inside the well and for starting, priming and checking of these pumps, the pump attendants have to go down the wells. For this hazardous work, those pump attendants at well Nos. 1 & 2 are paid a well allowance of 33-1/3 per cent of their basic wages on the days they actually go down the well. As far as well No. 3 is concerned, no separate allowance is now being paid to those pump attendants and the demand of the Sangh is that they should also be paid the Well allowance.

4. There are six pump attendants who are regularly put on duty on well Nos. 1 and 2 in all the three shifts. Well No. 3 is however not worked on all the three shifts. S/Shri Abdul Shakoor and Farida who were stationary engine attendants have worked on Well No. 3 for some time. The Sangh's case is that these two employees should also be paid well allowance on the same basis as is being paid to six other pump attendants at well Nos. 1 & 2. They also stated that both pump attendants and stationary engine attendants are in the same scale of Rs. 65—120 and all the attendants should be treated on par with regard to payment of well allowance. The management on the other hand explained that well allowance is being paid as an allowance for habardous work and there is no hazard involved

in the work at well No. 3 (tube-well) and as such, they are not able to concede the demand of the Sangh for the payment of well allowance for pump attendants on well No. 3. I agree that the work of pump attendants at Well Nos. 1 & 2 and those at Well No. 3 (tube-well) is different, the former involving a hazard of going down the Wells which is absent in the latter case. The analogy of Well allowance paid at wells 1 & 2 cannot be imported to well No. 3 which is a Tube-well.

5. The Sangh further contended that the pump attendants on well Nos. 1 & 2 when deputed to well No. 3 are being paid well allowance and as such, they demanded that similar treatment should be given to S/Shri Abdul Shakoor and Farida who work on well No. 3. The management refuted this contention and produced records to show that they have been paid well allowance only for the days they had worked on well No. 1 or 2. I have also checked up the wages register which indicated that they have been paid well allowance for the days of their actual duty at well Nos. 1 & 2. I am therefore unable to agree with the contentions of the Sangh as they have not been substantiated. I therefore hold that the demand of the Sangh that S/Shri Abdul Shakoor and Farida should be paid well allowance for having worked at well No. 3 (tube-well) has not been substantiated.

6. There is however one point arising out of the reference and the facts that emerged during the course of arbitration proceedings. Though the work of attending to the pumps has been more or less the same, only some attendants are being posted at present at well Nos. 1 & 2 and others at well No. 3. The Sangh has demanded that there should be equi-distribution so that all the attendants may be eligible to receive the well allowance. I feel that equity and justice will be met if all the attendants that have been presently working on the three wells and are capable of going down the well Nos. 1 & 2 are put on duty by rotation in all the three wells so that every attendant will have an opportunity to work at well Nos. 1 & 2 and receive the well allowance.

Sd/- O. MAHEEPATHI,

Dy. Chief Labour Commissioner (Central) & Arbitrator.

NEW DELHI,

The 25th March, 1970.

[No. 24/32/69-LRIV.]

S.O. 1382.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri O. Maheepathi Arbitrator in the industrial dispute between the employers in relation to the management of Messrs Bikaner Gypsum Limited, Bikaner and their workmen, which was received by the Central Government on the 30th March, 1970.

ARBITRATION AWARD UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947.

BEFORE SHRI O. MAHEEPATHI, DEPUTY CHIEF LABOUR COMMISSIONER (CENTRAL) AND ARBITRATOR

Arbitration in the industrial dispute,

BETWEEN

M/s. Bikaner Gypsums Ltd., Bikaner,

AND

Their workmen represented by Gypsum Mine Workers Union, Bikaner.

PARTIES:

Representing employers.—Bikaner Gypsums Ltd., Bikaner—

1. Shri B. C. Mukherji, Resident Manager.
2. Shri A. K. Mukherjee, Personnel Manager.

Representing workmen.—Gypsum Mine Workers Union, Bikaner.

1. Shri V. N. Gupta, Secretary.
2. Shri B. L. Ojha, Joint Secretary.

The representatives of the management of M/s. Bikaner Gypsums Ltd., Bikaner and their workmen represented by Gypsum Mine Workers Union, Bikaner, have agreed to refer the dispute specified below to my arbitration by an arbitration

agreement under Section 10A of the Industrial Disputes Act, 1947 published as S.O. No. 2922 dated 8th July 1969 in the Gazette of India Part II Section 3 sub-section (ii) dated 19th July 1969. The specific matter in dispute referred to me is:

"Whether the demand of the Gypsum Mine Workers Union that Shri Gulab Singh, Supervisor, should be supplied summer and winter uniforms and allotted duties of Supervisor, Watch & Ward is justified? If so, to what relief is he entitled?"

2. The arbitration agreement which specified that the arbitrator's award shall be binding on them also stipulated that the arbitrator shall make his award within a period of six months or such further time as is extended by mutual agreement between them in writing. As the parties took time to file their statements and furnish the required information they later on agreed in writing that the arbitrator shall make his award before 28th March, 1970.

3. The main demand of the Union is that Shri Gulab Singh should be supplied summer and winter uniforms and he be allotted duties of Supervisor, Watch & Ward.

4. The facts of the case are: Shri Gulab Singh was originally recruited as a Sampler and was promoted as Supervisor with effect from 1st January 1963 by an executive order No. A/2E-7883/15, dated 9th January 1963 and was posted at Dhirera Mines. The genesis of his posting was that the question of appointment of Chowkidars at Dhirera etc., was discussed between the management and Gypsum Mine Workers' Union at Calcutta from 11th to 13th December 1962, when "it was decided that a post of Supervisor for looking after the duties of the Chowkidars and sanitation work at Dhirera be created and the post filled by promotion". In pursuance of this decision, applications were called for from the eligible candidates and Shri Gulab Singh was promoted as Supervisor with effect from 1st January 1963. In terms of his appointment letter (that he will be on probation for six months with effect from 1st January 1963), he was confirmed as Supervisor with effect from 1st July 1963, vide letter No. J/A-6/1417/16 dated 13th July 1963. This letter was addressed to Shri Gulab Singh, Supervisor, Watch & Ward, Dhirera. While the Union contended that Shri Gulab Singh was confirmed as Supervisor, Watch & Ward and hence he should be continued as Supervisor, Watch & Ward, the management explained that Shri Gulab Singh was only confirmed as Supervisor and not as Supervisor, Watch & Ward.

5 By an order No. DH/A1/146/20 dated 11th July 1967, the Mines Manager of Dhirera had indicated under the heading "Overtime at Dhirera Mines and allotment of the duties" that "to avoid the overtime at Dhirera Mine, the following instructions were given to the undersigned and every one is to follow accordingly:—"

"1.

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2. Shri Gulab Singh is hereby deputed to work in the Sampling Section only; he will, look after the sampling work with Shri K. C. Sharma, the duties of the posts will be allotted by the Time Office".

That is how Shri Gulab Singh was deputed to work in Sampling Section as Supervisor. Thereafter he was transferred to Jamsar where he was posted as Supervisor in Sampling Section w.e.f. 12th October 1968.

6. Immediately on receipt of the Dhirera Mine Manager's order dated 11th July 1967 referred to in the preceding paragraph, Shri Gulab Singh by his letter dated 12th July 1967 addressed to the Manager had stated that as per management's order, he was working in the Sampling Section, but he should continue to get the uniforms and that he be posted as Assistant Security Inspector at Jamsar as Shri B. L. Sharma had already been appointed there as Security Inspector. The Gypsum Mine Workers Union subsequently raised a dispute demanding the promotion of Shri Gulab Singh as Sub-Inspector, Security. This matter along with a large number of other issues was earlier referred to my arbitration by the parties and in that reference, it was held that the question of promotion from one category to another was to be dealt with in accordance with the Promotion & Selection Rules etc., and the Arbitrator cannot act as Promotion Committee and determine as to who should be promoted and who should not be promoted and that no case was made out by the Union as to any injustice has been done to Shri Gulab Singh among others.

7. In the present reference, the Union has demanded that Shri Gulab Singh should be allotted duties of Supervisor, Watch & Ward. It is an accepted fact

that Shri Gulab Singh was promoted and posted as Supervisor, Watch & Ward at Dhirera Mines. It is also an accepted fact that he has been confirmed in the post of Supervisor w.e.f. 1st July 1963. The Union however claims that he has been confirmed as Supervisor, Watch & Ward while the management contends that he has been confirmed only as a Supervisor. In view of the contentions of the management that in accordance with the provisions of Standing Order No. 19, they are entitled to transfer any workman from one job to another, the point as to whether he has been confirmed as Supervisor Watch & Ward as Supervisor simpliciter is not much of consequence. The management has however not stated that the demand of the Union that Shri Gulab Singh should be allotted duties of Supervisor, Watch & Ward was not justified. They have only stated that Shri Gulab Singh had to be shifted from the position of Supervisor, Watch & Ward at Dhirera because of shrinkage of work at that place and that they will allot him the duties of Supervisor, Watch & Ward as and when necessity for the posting of a Supervisor to look after the Watch & Ward staff arises. In view of the foregoing, there is justification for the demand of the Union that Shri Gulab Singh, Supervisor should be allotted duties of Supervisor, Watch & Ward. But a practical view has to be taken from the point of full utilisation of man-power and Shri Gulab Singh has himself agreed to work in Sampling Section as per the orders of the management and the latter should ensure that he is allotted the duties of Supervisor, Watch & Ward as soon as next vacancy arises.

8. The next point for consideration is whether the Union's demand that Shri Gulab Singh should be supplied summer and winter uniforms is justified. The Union in support of their demand cited Standing Order No. 19 which provides that "workmen shall be liable to be transferred from one job to another..... provided such transfer does not cause any prejudice to their wages.....they shall not lose any benefits which they have already earned.....". They contended that Shri Gulab Singh has already earned the benefit of uniforms and hence he should not lose it by his transfer to Sampling Section. The management on the other hand submitted that as per Memorandum of Settlement dated 9th August 1963 uniform was to be "provided to Supervisor, Watch & Ward, Dhirera Mines, as is being provided to the In-charge, Watch & Ward at Jamsar on the clear understanding that no other Supervisor shall claim uniforms and the Union accepts this position" and that Shri Gulab Singh was supplied with uniforms as long as he was posted as Supervisor, Watch & Ward and as he is no longer required to carry out the duties in Watch & Ward Section, he is not entitled to the same. I agree that the uniforms are attached to the post of Supervisor, Watch & Ward and not to any particular person and that as Shri Gulab Singh is not now working in that post, the demand of the Union that he be supplied with summer and winter uniforms is not justified. He would however be entitled to the uniforms as soon as he is posted in Watch & Ward. With regard to the point raised by the Union about the 'benefits earned', the management has stated that though it was not necessary, by way of abundant caution, they had also issued a notice of change under Section 9A of the Industrial Disputes Act, on 26th February 1969 intimating that Shri Gulab Singh who has been posted in the Sampling Section at Jamsar with effect from 16th October 1968, shall not be entitled to any uniforms. They have also stated that no uniforms were supplied to Shri Gulab Singh after their indent made in 1967. In this connection, it is pertinent to note Shri Gulab Singh's letter dated 12th July 1967 wherein he had specifically stated that he should continue to get the uniforms. He had also represented to the management from time to time in this regard and the management had issued the Section 9A notice only after a dispute was raised by the Union. There is, thus, no justification for the management for not supplying the uniforms till at least the Section 9A notice became effective. I therefore direct that Shri Gulab Singh be supplied the uniforms due to him up to that period.

9. I give my award accordingly.

NEW DELHI,

The 28th March, 1970. Dy. Chief Labour Commissioner (Central) & Arbitrator.

(Sd.) O. MAHEEPATHY,

[No. 24/21/69-LRIV.]

New Delhi, the 6th April 1970

S.O. 1383.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Andhra Pradesh, Hyderabad in the matter of an application under Section 33A of the said Act, from Shri Kapu Veeramallu, Coal Cutter, Singareni Collieries Company Limited, Post Office Kothagudum Collieries, which was received by the Central Government on the 31st March, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD.

PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal,
Andhra Pradesh, Hyderabad.

MISCELLANEOUS PETITION No. 205 OF 1968

IN

INDUSTRIAL DISPUTE No. 30 OF 1967

BETWEEN

Kapu Veeramallu, Coal Cutter, Singareni Collieries Co. Ltd., Kothagudium.
AND

The Agent, Rudrampur Division, Singareni Collieries Co. Ltd., P. O. Kothagudium Collieries.

APPEARANCES:

None for the complainant—*Workman*.

Sri P. S. Jayachander Rao, Divisional Personnel Officer, Singareni Collieries Company Ltd., Kothagudium—for the Collieries.

AWARD

This application is under Section 33A of the Industrial Disputes Act. The applicant, Kapu Veeramallu, was coal cutter in the employ of the respondent Collieries at Goutham Khanl. Clause 11(c)(i) of the Standing Orders of the Company provides that a worker would lose lien on his employment if he did not return to duty within ten days of expiry of leave granted to him or similarly at the expiry of extension of leave granted, subject to satisfactory explanation being given as required by sub-clause (c)(ii) of clause 11. On 3rd February, 1968, the management had put up notice on the notice board to say that Kapu Veeramallu came within the mischief of sub-clause (c)(i) of clause 11. To start with, he was granted leave for twenty days with effect from 14th November, 1967. He was granted extension of leave for twenty days more commencing from 4th December ending 23rd December. The reafter he did not turn up for duty. The notice referred to above was posted on 3rd February. He did not turn up for duty even up to that date. The complaint in this application is that the management had terminated the applicant's services and had thus changed conditions of service for which the management should have made an application to the Tribunal under the proviso to sub-section 2(b) of section 33 of the I.D. Act because I.D. No. 30 of 1967 was then pending here. The omission on the part of the management to make an application under the proviso under mention is characterised as contravention of the provision of section 33. It is therefore prayed that the management be directed to take back the applicant into employment with retrospective effect and back wages.

2. The management filed counter. It is stated that it was not a case of as such terminating the services of the applicant but that it was a case of the applicant coming within the mischief of sub-clauses (c)(i) and (c)(ii) of clause 11 of the Standing Orders of the Company whereby it automatically followed that the applicant had abandoned his employment. That being so, the further case of the management is that there was no need to make an application under the proviso to sub-section 2(b) of section 33 of the I.D. Act, and therefore there was no question of the management contravening the provisions of section 33.

3. This application has come for enquiry today. The last occasion on which this application had come up for enquiry was on 20th February, 1970. On that day Mr. Nagiah Reddy was present representing the applicant as well as Mr. Jayachander Rao, Divisional Personnel Officer, Kothagudium, representing the management. When I wanted to take up the application for enquiry then, Mr. Nagiah Reddy submitted that he would make an effort with the management to settle the case of this applicant and that a last chance may be given for the same. Therefore from 20th February I had posted this application to this day for reporting settlement or for enquiry. Mr. Jayachander Rao is now present to participate in the enquiry. He stated that upto the moment he left Kothagudium to come here today for participating in the enquiry, none had approached the management on behalf of the applicant for the purpose for any compromise or settlement talks. None is present today on behalf of the applicant. The applicant is not present, either. This is an old application, and I am proceeding to dispose of it.

4. I will first consider the question if it was necessary for the Management to seek approval of the action taken as enjoined by the provision to sub-section 2(b) of section 33 of the I.D. Act. If what the management had done was as a measure of punitive action during the pendency of a dispute before the Tribunal, then it will be necessary for the management to have complied with the twin directive contained in the proviso referred to be cause the applicant Veeramallu would be concerned in the dispute in I.D. No. 30 of 1967, the parties to it being the management of the Singareni Collieries on the one side and its employees on the other, the issue therein being in respect of, among others, revision of wage structure. If however what the management had done was not a case of termination of services for any misconduct, then there was no need for the management to make such an application, notwithstanding Veeramallu being workmen concerned in the dispute referred to. In this case any charge-sheet was not drawn up. He had been granted leave for twenty days commencing from 20th November 1967, and the same was extended by a further period of twenty days ending 23rd December, 1967. Thereafter he did not turn up for duty. The result was that sub-clause (c)(i) of clause 11 of the Standing Orders of the Company automatically applied. In pursuance of the said provision in the Standing Orders the management need only put up a notice to say that the said provision had been attracted. The management had done that in respect of Veeramallu by notice dated 3rd February, 1968. There the matter ended. There was no need to make an application under the proviso to sub-section (1)(b) of section 33. That being so, there was contravention of the provisions of section 33. It was only subsequently, as I see from file produced by Mr. Jayachander Rao, that Veeramallu had produced a medical certificate dated 17th March, 1968 from a private medical practitioner to say that Veeramallu was having fever. The Chief Medical Officer refused to accept that certificate by order dated 12th April, 1968. The medical certificate sent by Veeramallu was after notice dated 3rd February was put up by the management to say that Veeramallu had ceased to be an employee by reason of application of sub-clause (c)(i) of clause 11 of the Standing Orders of the Company. It may be pointed out that the Collieries has its own hospitals, and yet Veeramallu would not go to one of them. He would rely upon the medical certificate of a private practitioner. The Chief Medical Officer did not accept medical certificate from a private medical practitioner. Apart from that, the certificate was received subsequent to the automatic application of sub-clause (c)(i) of clause 11 of the Standing Orders, notice in respect whereof was put up by the management on 3rd February, 1968.

5. Having regard to the facts and circumstances in the case, the applicant has no cause of action to be aggrieved and to make an application under section 33A of the I.D. Act. There is no relief to be granted to him in this application. This application under section 33A is therefore rejected.

Award passed accordingly.

Given under my hand and the seal of the Tribunal, this the 24th day of March, 1970.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.
[No. 8/53/70-LR.II.]

New Delhi, the 8th April 1970

S.O. 1384.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri O. Maheepathi, Arbitrator, in the industrial dispute between the employers in relation to the management of Messrs Bikaner Gypsum Limited, Bikaner, and their workmen which was received by the Central Government on the 1st April, 1970.

ARBITRATION AWARD UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947

**BEFORE SHRI O. MAHEEPATHI, DEPUTY CHIEF LABOUR COMMISSIONER
(CENTRAL) AND ARBITRATOR**

Arbitration in the industrial dispute.

BETWEEN

M/s. Bikaner Gypsums Ltd., Bikaner.

AND

The workmen represented by Gypsum Mine Workers' Union Bikaner and
Rashtriya Gypsums Karamchari Sangh, Jamsar.

PARTIES:

Representing employers:

Bikaner Gypsums Ltd., Bikaner Shri A. K. Mukharjee, Personnel Manager.

Representing workmen:

(i) Gypsum Mine Workers Union, Bikaner Shri V. K. Gupta, Secretary.

(ii) Rashtriya Gypsum Karamchari Sangh, Jamsar Shri Raman Lal, Secretary.

AWARD

The representatives of M/s. Bikaner Gypsums Ltd., Bikaner and Gypsum Mine Workers Union and Rashtriya Gypsum Karamchari Sangh have by an arbitration agreement under Section 10A of the Industrial Disputes Act, 1947 (published in Part II Section 3 sub-section (ii) of the Gazette of India dated 7th June, 1969) referred the following industrial dispute to my arbitration. The specific matter in dispute is as follows:—

(i) At what rate the Village Piece Workers shall be paid subsistence allowance during the period they remain suspended by the orders of the management in accordance with the terms of the Standing Order 23(d) applicable to the workers of Bikaner Gypsums Ltd. working in the mines.

(ii) At what rate the Village Piece Workers shall be paid their wages for the suspension period in case the Village Piece Workers are not found guilty in the departmental enquiry instituted against them.

2. The parties, in that agreement, have also agreed that I shall make my award within a period of 4 months or within such further time as is extended by mutual agreement between them in writing and that the decision of arbitrator shall be binding on them. At the request of the parties, time had to be given to them to file their statements and rejoinders thereto, and the parties agreed in writing that I shall give my award in the above dispute by 28th March, 1970.

3. As the terms of reference would indicate, I have to determine the rate of subsistence allowance of village piece workers when they remain suspended pending disciplinary enquiries etc. The company's certified Standing Orders did not cover the village piece workers. It was by a Memorandum of Settlement dated 20th February, 1969, that the parties have agreed that "for the purpose of taking disciplinary action, the provisions of the Standing Orders of M/s. Bikaner Gypsums Ltd.—21(a) to 24 all-inclusive excepting standing order 23(f)—shall be applicable in the case of village piece workers, till such time the existing Standing Orders are amended and certified". Standing Orders 21 to 24 relates to acts of misconduct, punishment for misconduct, procedure for dealing with cases of misconduct and deductions from wages respectively. Standing Order 21(a) enumerates different acts which would be deemed as gross misconduct while Standing Order 21(b) indicates acts which would be considered as minor misconduct. While the Standing Order 22 contains punishments for these misconducts. Standing Order 23 prescribes the procedure for dealing with cases of misconduct. Standing Order 23(d) which has been referred to in the terms of reference reads as follows:—

"A workmen charged with gross mis-conduct may be suspended forthwith from duty for the alleged mis-conduct".

It is in regard to the quantum of subsistence allowance payable to a village piece worker when he gets suspended pending enquiries into an alleged gross mis-conduct that I have been asked to determine. Clause (f) of Standing Order 23 which has been specifically excluded by the Settlement reads as follows:—

"A workmen suspended pending enquiry shall be granted a subsistence allowance at the rate of 1/4th of his basic salary and dearness allowance during the period of suspension. If after an enquiry he is adjudged guilty and punishment is awarded the workmen shall not be entitled to any further amount for the period of suspension except the allowance mentioned above and shall be deemed to have been absent from duty for the period of suspension and shall not be entitled to any salary or wages for such period. If however, he is found not guilty of the alleged misconduct the order of suspension shall be rescinded and he shall be deemed to have been on duty during the period of suspension and shall be entitled to same salary or wages as he would have received if he had not been suspended. In such a case the subsistence allowance given to the workman will be adjusted in the salary or wages payable to him".

4. As this provision of the standing orders which were certified in 1960 is not in conformity with the latest Model Standing Orders appended to the industrial **Employment (Standing Orders) Central Rules** and mainly concerns the company's employees who were daily-rated (now monthly rated) the parties did not consider it advisable nor desirable to apply this provision to the village piece workers and I have been asked to determine the quantum of subsistence allowance during suspension period as well as the quantum of wages payable to these workers when they are not found guilty in departmental enquiries instituted against them.

5. In support of their various contentions the management has filed the Award of Central Government Industrial Tribunal, Rajasthan, Jaipur in Reference No. CIT-1 of 1969 (*vide* Gazette of India dated Aug. 9, 1969). This award, *inter alia* deals with terms and conditions of village piece workers. The Tribunal having gone into various aspects of the matter had decided with the agreement of the parties that for purposes of retrenchment compensation, provident fund, and gratuity, the earnings of the village piece workers will be split up in the proportion of 60 for the camel and cart and 40 for their own earnings, that is to say 40 per cent will be considered as their wages and retrenchment compensation, provident fund and gratuity shall be calculated on that basis as has been agreed to by the parties in respect of bonus. Regarding the rate of payment for leave, holidays, lay-off compensation etc., the Tribunal has observed as follows:—

"As the village piece workers are engaged on piece rate basis, their earnings may vary from month to month and day to day. Working out averages would involve unnecessary complicated accounts and may create anomalies and discontentment between different individuals. As such I direct that for the days of leave, holidays etc., Rs. 3/- will be paid to the village piece workers, who earn the same in accordance with the settlement and other conditions of their employment. For the days of lay off, the payment will be Rs. 2/- per day at the maximum."

6. Basing their arguments on the Tribunal's Award, the management had stated that "on the basis of maximum as provided for the periods of lay off which is half the wages for the day, the subsistence allowance which is one-fourth of basic salary and D.A. cannot exceed Re. 1.00 per day". They also submitted that in fact taking Rs. 3.00 which has been fixed as leave and holiday wages, the workers should be entitled to only 0.75 paise being $\frac{1}{4}$ of Rs. 3.00 for the days of suspension, and that the workers who are not found guilty should be deemed to be on duty and in that case should be paid at the rate of Rs. 3.00 per day which is the rate fixed by the Award for leave, holiday wages etc.

7. Both the Sangh and the Union have demanded that subsistence allowance for the days of suspension pending enquiry and the final payment if the worker is not found guilty should be based on the full wages earned by the piece-workers. While the Sangh has demanded that the daily wages should be computed on the average monthly earnings calculated on the basis of the previous 12 months' earnings prior to the date of suspension, the Union demanded that their wages should be based on the daily average of the wages earned by the worker during the preceding fortnight from the date a village piece worker is charge-sheeted for any alleged misconduct and suspended. The Sangh has filed a statement showing the average earnings of village piece workers for each fortnight in the months of January, February and March 1969 and according to this statement, the average daily earning of a village piece worker comes to Rs. 12.41.

8. The management has also filed a statement of earnings of the village piece workers from January 1969 till November 1969. According to this statement, the average daily earning of a village piece worker on account of raising of gypsum comes to Rs. 4.86 while his average earning per day on account of transportation of gypsum from Jalalsar Quarry to the Railway siding comes to Rs. 7.72. This makes a total of Rs. 12.58 per day per worker. The management submitted that in accordance with the agreed ratio of distribution between the worker and the camel and the cart which has been accepted to be 40:60 in respect of retrenchment compensation, provident fund, gratuity etc., the 40 per cent of Rs. 7.72 comes to Rs. 3.09 which may be taken as wages of the person transporting gypsum while the remaining 60 per cent amount i.e. Rs. 4.63 should be taken as the

expenditure on maintaining the bull or the camel and the cart. They also contended to raise and transport 3 tonnes on an average every day (the rate for raising is Rs. 1.60 per tonne and the earning of Rs. 4.86 corresponds to about 3 tones), that according to their experience with every village piece worker, there are two additional persons and these additional persons do the raising of gypsum in the quarry and transportation is done generally by the village piece worker himself and that sometimes these outsiders also assist the village piece worker concerned in transporting gypsum from Jalaisar Quarry to the point near cart weigh bridge. They, therefore, stated that the daily earnings of piece workers as compiled by them cannot be taken as representing the earnings of one worker. That the village piece worker does not work alone seems to have been the finding of the Tribunal referred to earlier as it had directed that "Any village piece worker bringing an unauthorised person whether adult or child shall be liable to disciplinary action....." etc. In the circumstances, it would seem difficult to categorically determine the earnings of each village piece worker. In view, however, of the fact that rights and obligations of village piece workers have been specified in the Tribunal's award referred to earlier, it is expected that the difficulties stated by the management would be sorted out during the operation of that award when it would be possible to exactly determine the earnings of each village piece worker. When once that is done, it should be possible for the management to pay subsistence allowance on the basis of individual earnings, that is to say, at the rate of 50 per cent of their wages for the first 90 days and thereafter, if the departmental enquiry gets prolonged and the workman continues to be under suspension for a period exceeding 90 days, at the rate of 75 per cent of his wages and at the rate of 25 per cent of his wages in case the enquiry is prolonged beyond a period of 90 days for reasons directly attributable to him. Till then, the only practicable way would be to adopt the Tribunal's findings that the working out of average earnings would involve unnecessary complicated accounts and may create anomalies and discontentment between different individuals and fix a flat rate on an *ad hoc* basis. The parties had already agreed to fix Rs. 2/- as lay-off wages and I feel that this amount would be equitable even in respect of subsistence allowance during the pendency of enquiry into disciplinary cases and I decide accordingly. As indicated earlier, this would however be on an *ad hoc* basis and would be operative only for a limited period till the conditions of work and the earnings of village piece workers get settled down. This limited period can be set, up to the end of December 1970. After that, it should be possible to determine each individual village piece worker's earnings and the subsistence allowance then should be at the rate of 50 per cent of his daily average earnings derived on the basis of the preceding fortnight's earnings i.e. prior to the date of suspension for the first 90 days etc.

9. With regard to item (ii) of the issue referred to my arbitration, it is an accepted fact that if the workman suspended pending enquiry is found not guilty of the alleged misconduct, the order of suspension will be deemed to have been rescinded and he shall be deemed to have been on duty during the period of suspension and shall be entitled to the same salary or wages as he would have received if he had not been suspended, provided that the subsistence allowance paid shall be adjusted against the wages payable. For the reasons already explained, it is not practicable to fix the rate of wages that would have been earned by the village piece workers had they not been suspended. The solution is therefore again to fix an *ad hoc* amount. I have examined various aspects of the matter and find that in any case, the average daily earnings of a village piece worker do not fall below Rs. 4 (Rs. 4.23 are the minimum wages that are presently being paid by the company to their lowest paid unskilled worker). I would therefore feel that in the even of village piece workers being found not guilty, they should be paid wages at the rate of Rs. 4/- per day on an *ad hoc* basis till 31st December 1970. Thereafter they should be paid their full wages based on the earnings during the fortnight immediately preceding their suspension. As the cases of suspension are not likely to be many, calculation of average earnings is not likely to present any insurmountable difficulties. I give my award accordingly.

(Sd.) O. MAHEEPATHI,

NEW DELHI;

Dy. Chief Labour Commissioner (Central)

The 28th March 1970.

& Arbitrator.

S.O. 1385.—Whereas an industrial dispute exists between the employers in relation to the management of Nag's Ramjiwanpur Colliery, Post Office Sitarampur, District Burdwan and their workmen represented by the Colliery Mazdoor Sabha (A.I.T.U.C.), G. T. Road, Post Office Asansol, District Burdwan;

And whereas he said employers and workmen have by a written agreement in pursuance of the provisions of sub-section (i) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the persons specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of Sub-Section (3) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 26th March, 1970.

FORM C
AGREEMENT

Under Section 10A of the I.D. Act, 1947

NAME OF PARTIES:

Representing employers:

Shri R. S. Sawhney, Manager, Nag's Ramjiwanpur Colliery, P.O. Sitarampur, Distt. Burdwan.

Representing workmen:

Shri B. N. Tewari, General Secy., Colliery Mazdoor Sabha (AITUC), G.T. Road, Asansol.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri H.G. Bhawe, Asst. Labour Commissioner(C), 12, Chowringhee Square, Calcutta—1.

(i) *Specific matters in dispute:*

"Whether the management of Nag's Ramjiwanpur Colliery, P.O. Sitarampur, Dist. Burdwan was justified in stopping the issue of Kerosene Oil to the workmen employed at the Colliery from the beginning of November, 1969? If not, to what relief are these workmen entitled?"

(ii) *Details of the parties to the dispute including the name & address of the establishment or undertaking involved:*

Employers in relation to Nag's Ramjiwanpur Colliery, P. O. Sitarampur, Dist. Burdwan.

Vs.

Colliery Mazdoor Sabha (AITUC), G. T. Road, P. O. Asansol, Dist. Burdwan.

(iii) *Name of the union, if any, representing the workmen in question:*
Colliery Mazdoor Sabha (AITUC), Asansol.

(iv) *Total No. of workmen employed in the undertaking affected:*

310

(v) *Estimated No. of workmen affected or likely to be affected by the dispute:*

310

We further agree that the decision of the arbitrator shall be final and binding on us.

The arbitrator shall make his award within a period of six months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties

(Sd.) Illegible.

Representing employers.

(Sd.) Illegible.

Representing workmen.

Witnesses:

1. (Sd.) Illegible.

2. (Sd.) Illegible.

11th March, 1970.

[No. 8/51/70-LR. II.]

New Delhi, the 9th April 1970

S.O. 1386.—Whereas an industrial dispute exists between the employers in relation to the management of National Coal Development Corporation Limited, in respect of Duman Hill Colliery, Post Office, Sonawani Colliery, District Surguja, Madhya Pradesh and their workmen represented by M.P. Koyla Mazdoor Panchayat, Post Office Kurasia Colliery, District Surguja, Madhya Pradesh and Surguja Koyla Khan Karmachari Sangh, Post Office, Kurasia Colliery, District Surguja, Madhya Pradesh;

And whereas the said employers and workmen have by a written agreement in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 26th March, 1970.

FORM C

(See Rule 7)

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

NAME OF PARTIES:

Representing Employers:

Sri P. C. Aluwalia, Addl. Area General Manager (BKP) N.C.D.C. Ltd., P.O. Baikunthpur, Dist Surguja, M.P.

Representing Workmen:

1. Sri Hardeo Singh, Vice President, M.P. Koyla Mazdoor Panchayat P.O. Kurasia Colliery, Dist. Surguja, M.P.
2. Sri H. B. Chakraborty, General Secretary, Surguja Koyla Khan Karmachari Sangh, P. O. Kurasia Colliery, Dist. Surguja, M. P.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Sri A. N. Banerjee, General Manager (Planning and Development) National Coal Development Corporation Limited, Darbhanga House, Ranchi:—

(i) Specific matters in dispute:

- (a) Whether 23 Khamis mentioned in the list attached are eligible for permanent employment at Duman Hill colliery of N.C.D.C. Ltd., if not, to what relief if any, are they entitled?
- (b) Whether the striking workers of Duman Hill colliery (N.C.D.C.) between (first shift) 9-2-70 to 14-2-70 (first shift) are entitled to wages, allowance etc. if not to what relief if any, are they entitled?
- (c) Are the C.C.M. drivers of the Duman Hill colliery of N.C.D.C. Ltd. entitled to be placed in Cat. VI as per recommendations of the Coal Wage Board, if not, to what relief, if any, are they entitled?

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved:

- (i) Employers: National Coal Development Corporation Limited., in respect of Duman Hill colliery, P.O. Sonawani Colliery, Dist. Surguja, M.P.
- (ii) Workmen as represented by:—
M.P. Koyla Mazdoor Panchayat, P.O. Kurasia colliery, Dist. Surguja, M.P.
Surguja Koyla Khan Karmachari Sangh, P.O. Kurasia colliery, Dist. Surguja (M.P.).

(iii) Names of the Union, if any representing the workmen in question.— Details given against column (ii) above.

(iv) Total number of workmen employed in the undertaking affected.— 859

(v) Estimated number of workmen affected or likely to be affected by the dispute.—417.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of 6 months from the date on which the agreement is published in the Gazette of India or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period mentioned above, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

(Sd.) P. C. ALUWALLA

Addl. Area General Manager(BK1 ,
NCDC Ltd., P.O. Baikunthpur.
Dist. Surguja, M.P.

(Sd.) HARDEO SINGH
Vice President,
M.P.K.M.P.
P.O. Kurasia Colliery,
Dist. Surguja, M.P.

(Sd.) H. B. CHAKRABORTY
General Secretary,
S.K.K.K.S., P.O. Kurasia Colliery,
Dist. Surguja (M.P.).

Signature of Parties.

Witnesses: 1. (Sd.) Illegible.

2. (Sd.) Illegible.

Dated at Baikunthpur

This day of March 1970.

Copy to:

1. Secretary to the Government of India, Department of Labour and Employment, Ministry of Labour, Employment and Rehabilitation, Shrama Shakti Bhawan, New Delhi.

2. Chief Labour Commissioner(C), Department of Labour and Employment, Ministry of Labour, Employment and Rehabilitation, Shrama Shakti Bhawan, New Delhi.

3. The Regional Labour Commissioner(C), North Civil Lines, Beohar Bagh, Jabalpur, M.P.

4. Assistant Labour Commissioner(C), Department of Labour and Employment, Ministry of Labour, Employment and Rehabilitation, Government of India, Shahdol, M.P.

National Coal Development Corporation Limited, Darbhanga House, Ranchi

Dated the 9th March, 1970.

A. N. Banerjee,

General Manager (Planning & Development)

My dear Shri Aluwalla,

Please refer to your letter No. AGMBKP dated 4th March 1970 relating to my functioning as an Arbitrator in some industrial disputes between the Management of NCDC in Baikunthpur region on the one hand and their workmen as represented by M.P.K.M.P. and S.K.K.K.S. on the other, in respect of Duman Hill Colliery. I hereby give my consent to work as an Arbitrator in this case.

With regards,

Yours sincerely,

(Sd.) A. N. BANERJEE

Sri P. C. Aluwalia,
Addl. Area General Manager (BKP),
N.C.D.C. Ltd.,
Baikunthpur.

[No. 8/30/70-LR.II.]

S.O. 1387.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri O. Maheepathi, Arbitrator, in the industrial dispute between the employers in relation to the management of Messrs Bikaner Gypsum Limited, Bikaner, and their workmen, which was received by the Central Government on the 25th March, 1970.

ARBITRATION AWARD UNDER SECTION 10A OF THE INDUSTRIAL
DISPUTES ACT, 1947

BEFORE SHRI O. MAHEEPATHI, DEPUTY CHIEF LABOUR COMMISSIONER
(CENTRAL) AND ARBITRATOR

Arbitration in the industrial dispute

BETWEEN

M/s. Bikaner Gypsums Ltd., Bikaner

AND

Their workmen represented by Rashtriya Gypsum Karamchari Sangh,
Jamsar.

PARTIES

Representing employer: Bikaner Gypsums Ltd., Bikaner

1. Shri B. C. Mukherji, Resident Manager.
2. Shri A. K. Mukharjee, Personnel Manager.

Representing workmen: Rashtriya Gypsum Karamchari Sangh, Jamsar

1. Shri Raman Lal, Secretary.
2. Shri Dilbagh Singh, Vice-President.

By an arbitration agreement dated 29th March 1969 published in Gazette of India, Part II, Section 3, sub-section (ii) dated 19th July 1969 as S.O. No. 2923, dated 8th July 1969, the parties mentioned above agreed to refer the following dispute to my arbitration under Section 10A of the Industrial Disputes Act, 1947:—

“Whether the demand of the Rashtriya Gypsum Karamchari Sangh, Jamsar (Bikaner) that Shri D. P. Bhojak, Senior Clerk, should be given the grade of Rs. 130—10—150—124—250—E.B.—15—325 with effect from 1st October 1967 is justified and if so to what relief Shri Bhojak is entitled?”

2. The parties agreed that the arbitrator's award shall be binding on them. The arbitration agreement also specified that the arbitrator shall make his award within a period of six months or such further time as is extended by mutual agreement between them in writing. As the parties took some time to file their statements and furnish certain information, they later on agreed in writing that the arbitrator shall make his award before 28th March, 1970.

3. On receipt of the statements of claims and rejoinders thereto from the parties, arbitration proceedings were held on different dates and the final hearing was posted for 20th March 1970 at Bikaner. On this day, the Rashtriya Gypsum Karamchari Sangh and Shri D. P. Bhojak himself filed an application before me praying for withdrawal of the reference pending before me for arbitration, as the matter has been amicably settled between the parties. I therefore pass a no dispute award in this case.

CAMP: Bikaner.

(Sd.) O. MAHEEPATHI,

Dated 20th March 1970.

Dy. Chief Labour Commissioner (Central) & Arbitrator.

[No. 24(20)/69-LR.IV.]

S.O. 1388.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the Vinayaka Mica Mine, Utukur Post Office, Nellore District and their workmen, which was received by the Central Government on the 3rd April, 1970.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT:

Sri Mohammad Najmuddin, M.A., B.L., Chairman, Industrial Tribunal,
Andhra Pradesh, Hyderabad.

INDUSTRIAL DISPUTE No. 17 OF 1969

BETWEEN

Workmen of Vinayaka Mica Mines, Utukur.

AND

Employers of Vinayaka Mica Mines, Utukur.

APPEARANCES:

None present, but submitted a joint petition by post.

AWARD

The Government of India in its Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) had, by Order No. 20/8/69-LRI, dated 28th May, 1969, referred this dispute to me for adjudication. The issue as per Schedule annexed to the Notification is this:—

Whether the action of the management of Messrs. Vinayaka Mica Mine, Utukur, in dismissing Shri Rahmatullah, with effect from the 24th February, 1967 was justified? If not, to what relief is he entitled?

2. Rahmatullah the claimant in this case was charge-sheeted for misconduct of assaulting watchman Govindaswami. There was a domestic enquiry, and the enquiry officer held that the charge was proved. Thereupon the management had dismissed Rahmatullah from service with effect from 24th February, 1967. The case in the statement of claims filed by the claimant is that the charge was not proved and that the domestic enquiry was not fair and proper. The management filed counter to say that the domestic enquiry was fair and proper and that on the evidence before him the enquiry officer could come to the conclusion he came to, viz., that the charge was proved. I have, as above, briefly referred to the pleadings. There is no need to extract the pleadings fully because a joint petition is received today signed by both sides. This dispute stands posted to this day for enquiry. Neither side is present. Instead, the above joint petition is received by post today. It is signed by the claimant, Rahmatullah, and by Mr. T. Devaki Reddy representing the management. It is also signed by Mr. K. Venkatasubbalah, General Secretary, Bharateeya Mica Mazdoor Sangh. The statement of claims was filed by and under the signature of Mr. Venkatasubbalah. It is stated as follows in the joint petition under mention:—

(1) that the dismissal order of the workman shall be upheld;

(2) that I.D. No. 17/69 be dismissed without costs.

Whatever may have been any other arrangement between the parties, it is not evident from the petition. The purport of the petition is that there is no need to pass an award on merits. It must therefore be said that the parties want a Nil Award to be passed. Such an award would be passed.

3. Nil Award passed accordingly.

Given under my hand and the seal of the Tribunal, this the 30th day of March, 1970.

(Sd.) M. NAJMUDDIN,
Industrial Tribunal.
[No. 20/8/69-LR.IV.]

ORDERS

New Delhi, the 8th April 1970

S.O. 1389.—Whereas an industrial dispute exists between the management of Bhilai Steel Plant, Bhilai (hereinafter referred to as the said Company) and their workmen represented by Steel Workers Union, Rajhara Mines Branch, Post Office Dalli-Rajhara, District Durg (Madhya Pradesh) (hereinafter referred to as the said Union);

And whereas the said company and the said Union have, by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration

of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 25th March, 1970.

AGREEMENT

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

NAME OF THE PARTIES:

Representing employer:

Shri R. P. Singh, Senior Industrial Relations Officer (Mines), Bhilai Steel Plant, Bhilai (Dist. Durg).

Representing workmen:

Shri P. B. Chakraborty, Secretary, Steel Workers' Union, Rajhara Branch, P.O. Dalli-Rajhara, Dist. Durg.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri A.S. Gupta, Assistant Labour Commissioner (VC), Bilaspur.

(i) *Specific matters in dispute:*

Whether the notional seniority given to Shri G. Kunjappan, Time Checker, Rajhara Mines of Bhilai Steel Plant with effect from 13-8-66 was in conformity with the mutual settlement dated 30-9-1966? If not, to what relief he is entitled?

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved:*

Bhilai Steel Plant, Bhilai, Dist. Durg, Madhya Pradesh, and their workmen represented by Steel Workers' Union, Rajhara Mines Branch, P.O. Dalli-Rajhara (Dist. Durg), M.P.

(iii) *Name of the Union, if any representing the workmen in question.*

Steel Workers' Union, Rajhara Mines Branch, (Dist. Durg), M.P.

(iv) *Total number of workmen employed in the undertaking effected.*

2,500

(v) *Estimated number of workmen affected or likely to be affected:*

1(one).

We further agree that the decision of the Arbitrator shall be binding on us.

The arbitrator shall make his award within a period of three months or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Representing employer

Sd./- R. P. SINGH

18-3-70.

Representing workmen

Sd./- P. B. CHAKRABORTHY

Witnesses

1. Sd/-.....

2. Sd/-.....

RAJHARA,

Dated, March 18, 1970.

Accepted.

Sd/- A. S. GUPTA,
Assistant Labour Commissioner (VC)
Bilaspur, M.P.

[No. 8(12)/70-LR. IV.]

New Delhi, the 9th April 1970

S.O. 1390.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Mitra and Das Company Monopoly Contractors, Ghaikuri Iron Ore Mines of Messrs Rungta Mines (Private) Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad, constituted under Section 7A of the said Act.

SCHEDULE

“Whether the action of Messrs Mitra and Das Company Monopoly Contractors in terminating the service of Shri Pit Bahadur, Miner at Ghatkuri Iron Ore Mines of Messrs Rungta Mines (Private) Limited was legal and justified? If not, to what relief is the workman entitled and from which date?”

[No. 8/6/70-LRIV].

P. C. MISRA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 9th April 1970

S.O. 1391/PWA/Sec. 15(1)70.—In exercise of the powers conferred by sub-section (1) of section 15, read with section 24, of the Payment of Wages Act, 1936 (4 of 1936) and in supersession of all previous notifications on the subject, the Central Government hereby declares that every person who is or has been appointed by the State Government to be an authority under sub-section (1) of the said section 15 for an area in any of the following States, namely, Andhra Pradesh, Assam, Bihar, Kerala, Madhya Pradesh, Mysore, Orissa, Punjab, Rajasthan, Tamilnadu, Uttar Pradesh and West Bengal shall be deemed, by virtue of such appointment, to have been appointed by the Central Government as an authority to decide for the area, for which he is so appointed, all claims arising out of the deductions from the wages, or delay in the payment of wages, of persons employed in that area in railways or mines.

[No. F. 23/12/68/Fac. I/LRIV.]

T. S. SANKARAN, Jt. Secy.

